

GOONDLOO CHARTERS



Twilight Cruises, Functions, Parties, Weddings, Special Occasions, Receptions, Day Cruises

☎ 4774 7422 📠 4774 8844 📧 info@goondooloocharters.com.au 📮 P.O. Box 3170, Hermit Park, Qld, 4812

NQ Developments - ABN 20 063 483 616 trading as Goondooloo Charters 🌐 www.goondooloocharters.com.au

TERMS AND CONDITIONS OF HIRE

Please read the following carefully, initial each page and sign at the end of the document where indicated.

1) General Conditions

- a) You acknowledge that a motor vessel charter involves risk. Whilst we make every effort to safeguard guests, we cannot be responsible for any damage, personal injury or loss due to the actions of passengers that are beyond our control.
- b) You are responsible for the conduct of all passengers at all times including but not limited to:
 - i) the entire duration of the charter;
 - ii) transferring to and from the dock to the boat when alongside; and
 - iii) travel through the Townsville Yacht Club & marina for the purpose of accessing the boat.
- c) You and your passengers must always follow all safety instructions issued by the Skipper and Deck Hand.
- d) Children must be supervised at all times. Including when they are sleeping.
- e) All charters are subject to the weather and the Skipper's discretion:
 - i) charters may be along the foreshore or Cleveland Bay within the area outlined in red on attached map; and
 - ii) Any cruises to Magnetic Island incur a minimum 5 hour charter and the EMC as per clause 0.
- f) You are welcome to decorate the vessel for your charter keeping in mind the conditions of the day and the time period available. We ask you not to use glitter or crepe paper streamers as the dye marks the paint.
- g) There is a CD/IPOD player on board available for your use. You will need to provide your own CD's/IPOD.
- h) You may supply your own music/entertainment in the form of a band.
- i) The maximum number of guests is 48 persons (in addition to the Skipper and deckhand). Please include catering staff/band members etc when calculating numbers.
- j) Passengers are required to wear sensible footwear. High heels and slippery shoes are not recommended.
- k) You will be responsible for the rectification costs for any damage that is deemed to be not fair wear and tear.
- l) In addition to clause 1(c) the charter may be terminated early in the event that the Skipper (in his/her absolute discretion) determines that any passenger is engaging in unruly or offensive behavior including, but not limited to possession and/or use of illegal drugs, lewd or unbecoming behavior .
- m) Goondooloo Charters reserves the right to request a refundable bond, which may be applied against any costs incurred pursuant to these Terms and Conditions.
- n) The sleeping cabins on the vessel are out of bounds and are only available for extended charters and/or upon prior arrangement.

2) Charges & Payments

- a) All prices quoted are exclusive of the Goods and Service Tax (GST) unless otherwise specified. All charters within the Marine Park boundary do not incur EMC (Environmental Management Charge). If you wish to cruise outside the Marine Park boundary an EMC of \$250.00 for a 3 hour charter and \$375 for a 4 hour Charter will apply. The Marine Park is marked in red in the attached GBRMPA Townsville Zoning Map 7. For further information www.gbrmpa.gov.au.
- b) Nelly Bay Marina docking is \$175/charter if applicable.
- c) Accepted payment methods are cash, direct deposit, cheque or credit card only.
- d) A deposit to the value of 50% of the total charter cost must be paid at the time of booking (Deposit).

- e) The charter will not be confirmed until receipt of the Deposit in full.
- f) The balance of the total charter cost must be paid 30 days/1 month prior to the departure date (Balance Payment). If the Balance Payment is not received within the time specified in this clause 2(e), the charter may be cancelled (to allow for a new booking to be accepted) and all payments made will be forfeited.
- g) All payments are non refundable - however the charter may be transferable to a mutually agreed date with a minimum of 48 hours notice.

3) Catering

- a) You are required to make your own arrangements for catering, in the event you elect to self cater:
 - i) the facilities of the galley are available for use;
 - ii) a gas BBQ on the top deck is available for use however, it may only be used when the boat is stationary and a cleaning fee of \$75 will apply;
 - iii) you are required to provide all items including plates, knives, forks, sauces etc;
 - iv) ship crew are generally not available for cooking or preparation of food. They will assist only if time permits and at their absolute discretion.
- b) Occasionally we may arrange catering, in the event that we do the final numbers and money for catering is required one month prior to departure. Charges will be made based on the confirmed numbers.
- c) It is your responsibility to leave the facilities in a good and clean condition. Any further cleaning required will be at your expense.

4) Drinks

- a) MV Goondooloo is not a licensed vessel. Accordingly, we are not able to supply alcohol and you are invited to provide your own drinks and ice for your charter. We have a large Esky available on the upper deck for this purpose.
- b) Consumption of alcohol by people under the age of 18 is strictly prohibited. It is your responsibility to ensure that you and/or your guests are responsible with the consumption of alcohol:
 - i) The *Liquor Act 1992 (Qld)* defines unduly intoxication as:
"a state of being in which a person's mental and physical faculties are impaired because of consumption of liquor so as to diminish the person's ability to think and act in a way in which an ordinary prudent person in full possession of his or her faculties, and using reasonable care, would act in like circumstances".
- c) In addition to the terms of clause 1(k) the charter may be terminated early in the event that the Skipper (in his/her absolute discretion) determines that any persons on board are unduly intoxicated and may pose a risk to the safety of the other passengers.
- d) We promote a safe drink policy and encourage all to drink sensibly to ensure all guests have an enjoyable night.

5) Charter Boarding Times

- a) Complimentary loading time for provisions only is 30 minutes before departure. All guests will be escorted to the vessel by a crew member 15 minutes before departure time. If you need to load supplies earlier than 30 minutes before departure a \$35.00 fee per crew person per hour will be charged to cover wages.
- b) All guests are to be upstairs 30 minutes prior to docking at the end of the charter and the hatch to the upper deck may be shut once entering the harbour for safety purposes. With the Skipper's prior permission, some guests may be allowed to remain below for the purposes of cleaning the galley and other relevant parts of the vessel during this time.
- c) All guests must depart the boat no later than 15 minutes after the completion time of the charter.
- d) If you would like to extend your time on the vessel please discuss this with the Skipper prior to the return to port. The cost for any extensions will be charged at \$250 per hour away from port and will need to be paid prior to the extension of your charter. The decision to extend any charter is in the absolute discretion of the Skipper.

6) Swimming

- a) Swimming off the boat is not recommended and is prohibited without the prior consent of the Skipper (in every instance). At certain times of year dangerous and potentially lethal jellyfish inhabit these waters

and all passengers should take care for their own safety. In the event that consent is provided, the following provisions apply:

- i) jumping off the boat is strictly prohibited;
- ii) any persons entering the water do so at their own risk and we will not be liable for any personal injury, illness, death or any other consequences whatsoever of passengers incurring injury as a result of swimming and/or being stung by jellyfish;
- iii) to minimise this risk we recommend the use of a full length protective 'stinger suit' to wear whilst swimming.

I/We _____ have read and agree to all of the terms and conditions set out in this agreement.

Signature _____

Date: / /

Signature _____

Date: / /

