

AHOY CLUB DAY CHARTER TERMS & TAX INVOICE

Schedule

PARTIES	Reference Number:	DATE	
Owner:			
Principal Charterer: "You"			
Company (if applicable)			
OTHER AGENTS			
Central Agent:			
Other Agent:			
YACHT			
Name of Yacht:		Flag:	
Port of Registry:		Length (LOA):	
CHARTER			
Delivery Date / Time:		Re-Delivery Date / Time:	
Location:		Location:	
Wharf:		Wharf:	
Guests - Cruising:		Static:	
COSTS AND FEES			
Charter Fee:			
Discount:			
Ahoy Club Rate:			
Food Costs:		<i>Description:</i>	
Beverage Costs:		<i>Description:</i>	
Staff Fees:		<i>Description:</i>	
Wharf Fees:		<i>Description:</i>	
BYO Fees:		<i>Description:</i>	
Additional Charges:		<i>Description:</i>	
GST:		GST %	
Security Deposit:			
TOTAL			
Deposit (50%) of Total: <i>(Payable in accordance with Clause 3 (a) to (c))</i>		Due Date:	
Final Instalment (50%) of Total: <i>(Payable in accordance with Clause 3 (d) to (e))</i>		Due Date:	





Special Conditions:

Owner Signature _____

Charterer Signature _____

Full Name of Signatory Date: _____

Full Name of Signatory Date: _____

BANK DEPOSIT DETAILS:

Bank Name and Address:	Westpac Bank		
Account Name:	Ahoy Club Client AUD\$		
BSB:	032035		
Account Number:	354243		

Please ensure you quote the REFERENCE NUMBER on bank transfer remittance eg: **INV-BK-11573-V1**

INTRODUCTION

- (a) This agreement (the "**Agreement**") is a charterparty between you and the Owner of the Yacht pursuant to which the Owner will provide the Charter to you on the terms set out herein. It also incorporates, as appropriate, the terms and conditions below, the tax invoice and the Schedule
- (b) Ahoy Club Pty Limited ("**Ahoy**") is also a party to this Agreement in its capacity as the Agent which facilitates this booking through its website or mobile application software (the website and the application together referred to as the "**Site**") or otherwise.
- (c) The Site is owned and operated by Ahoy and its associated UK company, Ahoy Club Limited. Ahoy is registered in New South Wales under Australian company number 625946474 and have its registered office at Shop 4, 38 Bay Street, Double Bay, NSW 2028.

DEFINITIONS

In addition to the terms defined in the Schedule, the following terms shall have the following meanings in this Agreement (whether capitalised or not):

BOND means the security deposit payable by the Charterer. The Bond will be kept by Ahoy and the client may be held liable for further rectification expenses if any of the following have occurred:

- Loss of or damage to the Yacht, its fittings or equipment caused by guests of the charterer;
- An unreasonable or excessive amount of uncleanliness caused by guests of the charter.

CAPTAIN means the qualified person in charge of the Yacht subject to the Charter.

CHARTER means the Yacht being provided to the charterer for the period stated in consideration for your payment of the Charter Fee.

CHARTER GUEST means any person or passenger onboard the Yacht as part of the Charter.

CHARTER PERIOD means the length of time between the Check-in Date/Time and the Re-Delivery Date/Time during which the Yacht is on Charter.

CHARTERER is the person responsible for the payment of the Charter fee and the charter guests onboard the Yacht.

CHARTER FEE means the costs and fees including the yacht hire fee as set out in the above schedule.

DEPOSIT means a deposit as described in the Schedule above which is only refundable as set out in this Agreement and is required at the time of booking to confirm the charter.

OTHER COSTS & FEES means all other consumables, being food, beverages, wharf fees which are not included in the charter fee, and if they are included, the costs and fees is to be received no later than 7 days prior to the charter date.

OWNER means the owner of the Yacht.

YACHT is the Yacht described above in the Schedule.

1. SERVICES, ROLES AND APPLICABLE TERMS

- (a) The Owner owns (or has the right to control and direct) the Yacht and provides charter services using the Yacht.
- (b) Ahoy provides an online platform and brokerage services generally for the introduction of charterers seeking to charter yachts from owners of yachts available to charter on the Site and elsewhere and vice-versa (the "**Services**").
- (c) By entering into this Agreement, if neither you nor the Owner have already done so, you hereby register to use the Services on the following terms (as applicable) – all of which are available on the Site:
- the Ahoy Service Terms for Charterers apply and set out the contract between you and Ahoy relating to your use of the Services;
 - the Ahoy Service Terms for Owners will apply and set out the contract between the Owner and Ahoy relating to use of the Services;
 - the Privacy Policy will apply and sets out how Ahoy uses information Ahoy obtains about you or the Owner when you or the Owner uses our Services or Site;

- the General Site Terms of Use will apply and set out the terms that apply to use of the Site by you or the Owner; and
 - the Ahoy Dispute Resolution Procedure Terms will apply and set out the terms that apply to your use and/or the Owner's use of the Ahoy Dispute Resolution Procedure (together the "**Terms**").
- (d) You and the Owner acknowledge and agree that by using our Services and/or entering into this Agreement you are indicating that you have read, understood, and agree to the Terms.

2. THE CHARTER

- (a) The provision of the Charter, Yacht and ancillary service elements of this Agreement are the sole responsibility of the Owner. For the avoidance of doubt, Ahoy acts as Agent/broker only. Ahoy takes no responsibility for providing the Yacht or any other yacht in the event that the Yacht cannot complete the Charter.
- (b) The Charter Period includes the time taken for embarking and disembarking the Charterer and any Charter Guests. Should the Charterer wish to extend the Charter once the Charter has commenced, this must be agreed with the Captain or Yacht management and such extension will be charged at the contracted hourly rate or as otherwise negotiated.
- (c) Without prejudice to any additional restrictions or regulations which the Owner may impose:
- Crew gratuities are customary but given in the Charterer's discretion.
 - All funds are to be paid in full inclusive of all bank charges on both sides.
 - There is a strict "no-shoe" policy on board the Yacht. Please ensure your guests are aware of this policy prior to your Charter.
 - There is no smoking unless the Yacht expressly permits smoking and, in those circumstances, any guests must smoke in the designated smoking area only.
 - Any additional guests not listed in the Schedule at time of signing will be charged extra at a pro rata rate.
 - Tenders and water toys are charged in addition to the Charter Fee and must be requested.

3. PAYMENT OF DEPOSIT AND BALANCE

- (a) It is a condition precedent to the effectiveness of this Agreement that the 50% Deposit identified in the Schedule is received by Ahoy on the Owner's behalf within **two Australian business days** of this Agreement being entered into.
- (b) If the 50% Deposit is not received within the period specified in Clause 3(a) then this Agreement shall become null and void without further notice to you unless the Owner specifically agrees otherwise.
- (c) So long as the 50% Deposit has not been paid, the Owner (and Ahoy on the Owner's behalf) is entitled to solicit alternative fixtures and to cancel this Agreement immediately by notice to you if an alternative fixture is agreed.
- (d) The 50% Final Instalment must be paid no less than 90 days before the start of the Charter Period.
- (e) If the start of the Charter Period is less than 90 days after you enter into this Agreement, the 50% Final Instalment must be paid on the same day as the 50% Deposit.
- (f) If you fail to pay the 50% Final Instalment by the time specified in the Schedule:
- The Owner is entitled to terminate this Agreement;
 - Ahoy may exercise such termination right on the Owner's behalf; and
 - In the event of such a termination, no sums are repayable to you by Ahoy or the Owner.

4. PAYMENTS AND ACCEPTANCE

- (a) Irrespective of whether you have signed this Agreement or not, you will be deemed to have accepted this Agreement and the Schedule upon the payment of the Deposit.
- (b) All payments under or in connection with this Agreement must be made into Ahoy's account specified in the Schedule. The Owner hereby accepts and instructs Ahoy to accept any and all payments on its behalf.



- (c) All payments including but not limited to the Deposit, Final Instalment and Other Costs & Fees must be paid at the times/dates set out in Schedule and Clause 3, above.
- (d) The Charterer agrees to ensure that the Charterer's Guests are aware of the terms and conditions of this Agreement.

5. CANCELLATION AND POSTPONEMENT

- (a) If the Charter is cancelled in writing by you more than 30 days prior to the start of the Charter Period, a 25% of the total Charter Fee shall be retained by Ahoy/the Owner;
- (b) If the Charter is cancelled in writing by you within 30 days of start of the Charter Period, 50% of the total Charter Fee shall be retained by Ahoy/the Owner;
- (c) If the Charter is cancelled by you within the 7 working days prior to start of the Charter Period, the Charter Fee and other costs and Fees already paid are non-refundable. If full payment has not been received, then the Owner or Ahoy may pursue you for the outstanding amount or additional or consequential losses incurred.
- (d) If the Owner (in its utmost discretion) agrees that the Charter be postponed at the request of the Charterer, then you agree to pay a one-off variation fee of \$1500. The alternative date for the Charter must be confirmed at the time of postponement.
- (e) If the Owner or Captain postpones the Charter for a reason related to weather, mechanical fault or other reason relating to the safety of the Yacht, crew or Charterer or Charter Guest then subject to the reason for the postponement the Charterer and the Owner may agree to a new Charter date, subject to availability.
- (f) The Charterer understands and accepts that a Charter will be cancelled, or a booking will be refused where any persons is involved or intends to be involved with any activity prohibited by law, including but not limited to:
 - any act of prostitution or promoting encouraging or endorsing any act in breach of any law
 - Possession, supply or self-administering of any prohibited drug, plant or article; or
 - the bringing on the Yacht of any escorts, lingerie models, or strippers.

6. LIABILITY OF CHARTERER

- (a) It is a condition of the Charter and this Agreement that the liability of the Owner, its servants, agents, and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989.
- (b) Without prejudice to the other terms of this Agreement, you will be held liable for any and all costs incurred if any of the following occur during a Charter:
 - Loss or damage to the Yacht, its fittings or equipment caused by Charterer or the Charterers' Guests including ad hoc events including but not limited to glassware breakage; and
 - Any additional cleaning costs caused by (in the Owner's sole discretion) a lack of cleanliness on the part of the Charterer or the Charterers' Guests.

7. INDEMNITY

- (a) The Charterer agrees to indemnify, and hold harmless, the Owner, Ahoy, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner or Ahoy or their employees may sustain or incur directly or indirectly from or concerning:
 - any negligent act or omission by the Charterer or the Charter Guest;
 - any damage, loss or theft of any property belonging to a Charter Guest arising out of the Charter; and
 - any personal injury or death.
- (b) The indemnity within Clause 7(a) applies whether or not caused by the Charterer and/or the Charterers Guest/s because of a failure or refusal
 - to follow any reasonable direction given by the Captain or crew;
 - to comply with any of these terms and conditions;
 - To comply with any warning sign or signal;
 - Wilful misuse of equipment or facilities of the Yacht;
 - Intoxication or the use of prohibited drugs.

8. FORCE MAJEURE

- (a) The Owner, Ahoy and the Yachts in their charter fleet may experience events or occurrences beyond their control (such as acts of God, or any consequence thereof or by reason of terrorist activity, government restrictions, death of key employees or mechanical failure, epidemic or pandemic).
- (b) The Charterer agrees to release and indemnify Ahoy and the Owner from any claim or potential claim with respect to or by reason of any of the aforementioned events or occurrences and any loss or damage suffered by the Charterer or any third party.

9. WEATHER

The Owner is not responsible for the weather conditions and any adverse weather conditions do not give the Charterer the right to terminate the charter. The Captain or the Owner will determine if the weather conditions are safe to operate the Charter as planned.

10. SUITABILITY

- (a) It is acknowledged the Charterer is satisfied with the suitability of the Yacht for the Charter Period; and
- (b) The Charterer understands the inherent risks and dangers on board any Yacht. All passengers participate in the Charter entirely at their own risk

11. SAFETY – CAPTAIN'S AUTHORITY

- (a) The Charterer and Charter Guests will comply with all directions given by the Captain of the Yacht. The Captain is entitled (in his utmost discretion) to:
 - i. terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the Yacht or passengers are at risk or the guests refuse to comply with the Captains directions.
 - ii. terminate the Charter if you exceed the maximum number of persons permitted on board as specified in the Yacht's license (the number of licensed guests will include all additional staff for example photographers, DJ's).
 - iii. Uphold the principles of responsible service of alcohol regulations. Any charter guest intoxicated or appearing to be intoxicated may be refused alcohol service; or
 - iv. if use of illegal substances are believed to be consumed the Captain can return to the point of embarkation and terminate the Charter.
 - v. Discharge any Charterer Guest at the nearest wharf without prejudice or remove by water taxi at the Charterer's cost, or terminate the Charter if a passenger is acting in an unsafe, quarrelsome or violent manner or those acting in a manner likely to intimidate, harass or demean the crew or other guests, including any unwarranted personal advances or suggestions made by Charterer's Guest/s to any crew member or other guest.
 - vi. Noise, live music or amplified music will be limited in line with any noise regulations that may be applicable. All music will be at a level accepted by the Captain. The Charterer acknowledges and agrees that this level is set for operational, safety and regulatory requirements. Failure to adhere to the Captain's request regarding the noise level, may result in all music being terminated for the remainder of the Charter or termination of the Charter without refund.
 - vii. Swimming can only be authorised by the crew in their absolute discretion and only in daylight hours when the vessel is stationary.

12. SIGNATURES AND SIGNATORIES

- (a) It is acknowledged the person signing this agreement for the Charterer signs on behalf of any and all Charter guests and is authorised to do so. This person will be held responsible for the Charter Guests and payment of any monies under this Agreement.
- (b) No signature by Ahoy is required for a binding agreement with Ahoy to come into effect. By circulating to you and the Owner the final version of this Agreement for signature, Ahoy is deemed to have agreed to and accepted the terms set out herein upon the execution of this Agreement by the last party to sign.
- (c) For the avoidance of doubt, neither you nor the Owner are entitled to make any amendments to the final version of this Agreement which is circulated for signature and if you do so, Ahoy's consent and agreement to enter into this Agreement is immediately and automatically revoked.

13. JURISDICTION

The laws of New South Wales (or such other state where the yacht is located) govern this agreement and the parties agree to submit to the jurisdiction for the Courts of New South Wales in respect of any disputes that arise between them.