

DownUnder Marine Charter

Booking Form

| | | | |
|-------------------------|---|------------------------------|-----|
| Name of Hirer: | | | |
| Address: | | | |
| | | | |
| City | WA | | |
| Postcode: | | | |
| Telephone: | | (M) | |
| Email: | | | |
| Date of Charter: | | No. of Guests: | Max |
| No. of Hours: | | | |
| Embarkation Point: | | Time: | |
| Disembarkation Point: | | Time: | |
| Description of Charter: | | | |
| Beverages: | BYO OR we will arrange for you at cost | | |
| Food: | BBQ facility on board crew will cook | | |
| | Esky Ice Boxes on board | | |
| Charter Price: | | | |
| Bond: | | Ice If required | |
| Total: | | | |
| Due Now: | \$500.00 Deposit | Balance on the day or before | |

- Note: \$500 vessel security bond is applicable on all charters
- 25% deposit must be paid at the time of booking. Balance is due 7 days prior to charter.

Payment Method

- Cash

- Direct Debit:

Bank: National Australia Bank

BSB: 086 217

ACC: 89 586 4810

Name: Weringam Pty Ltd

Please make sure you state your name in the reference field so we can determine who has made payments.

I _____ have read and confirm acceptance of the terms and conditions for the hire of Thunder

SIGNATURE: _____

DATE:

Terms & Conditions

Thunder indemnify that they shall not be liable for any injury, loss or damage suffered by any individual(s) from hiring **Thunder** including any costs that arise from cancelling a cruise, failure of passengers to board the vessel at the specified departure time, boat charter operator license and compliances, the cleanliness and condition of the vessel, changes to the contract of this vessel or damage to private property by guests of the hirer or security bond refunds.

All deposits are non-refundable and non-transferable. Bookings are not considered “confirmed bookings” until DownUnder Marine Charters has received this signed “ Terms & Conditions” from the hirer as well as full payment of the charter. A security bond is required, the bond must be paid no later than 14 days prior to departure. The vessel (Thunder) reserves the right to cancel any charter without consultation or compensation under the following circumstances:

- Any member of the crew observes underage drinking or excessive alcohol consumption.
- Passengers behave in an anti-social or threatening manner to any passenger, crew member or member of the public.
- Passengers behave in a manner deemed by any crew to a danger to themselves or other persons.

- Passengers behave in a manner that may put the vessel, people, on board equipment or facilities at risk of damage.
- Crew members observe intended passengers causing damage to any facilities at any public or private berthing prior to boarding.
- Crew members observe intended passengers in an apparent state of intoxication.
- Passengers behave in a manner that is contrary to the safety and vessel instructions given by the crew during the safety briefing at the commencement of the charter.
- Crew members witness or have good and reasonable cause to suspect any passenger(s) of abusing illicit or prescription medications.
- Drinking games and Implements are not permitted on board. These include: funnels, syringes etc.
- **Passengers are not permitted to bring on board any form of spirits/ liquor. This does not include shop bought pre-mixed drinks.**
- Passengers failing to observe and abide by the “Terms & Conditions” herein.
- The feeding of any native fauna is prohibited and you are asked to refrain from feeding.

Deposits, Payments and Cancellations

A minimum deposit of \$500.00 is required at the time of filling out this booking form. **Full payment will be due in full at least 7 days prior to the charter departure.**

If full payment is not received within the specified time, the booking will automatically cancel. All deposits are non-refundable. Payments can be made by cash, money orders or electronic transfers e.g. BPAY and EFT. If the hirer wishes to cancel this booking, it must be done so in writing to DownUnder Marine Charters should DownUnder Marine Charters incur any costs as a result of the hirer cancelling any booking, an additional invoice will be sent to the hirer to cover such cancellation costs. The hirer may be charged a late fee if the full payment of the charter is not received prior to departure.

Boarding Times

A boarding time of 15 minutes can be arranged for most charters. Perth charters are normally on a 15 minute schedule. Please understand that DownUnder Marine Charters cannot guarantee the arrival time for the vessel. Nor can it guarantee any boarding time for the vessel at the jetty.

Departure Times

Most vessels depart from the Fremantle area. Other departure points can be arranged upon the hirers request but will normally an additional fee to cover the cost of travelling to and from that location. **All charters return to a destination point at least 15 minutes prior to the schedule return time in order to allow for proper berthing and disembarkation of passengers.**

Damage and Loss

The hirer is responsible for the behaviour of each member of its party whilst on board the vessel Thunder or on private property. The vessel operators indemnify the vessels owner and operators from any costs, expense or damage caused by any act made by the hirer or hirers guests. Any damage to the vessels fixtures, fittings, furnishings, appliances or any other equipment on board during the charter will be the responsibility of the hirer and the vessel may seek restitution for those damages. The vessel Thunder accepts no liability for the loss or damage of any personal belongings of any passenger(s) while on board. Passengers accept total responsibility for their own belongings.

Security Bonds

A security bond is required from the hirer for all charters to cover loss or damage to property on or off the vessel. If excessive cleaning is required, this will be at the expense of the hirer and will be deducted from the bond, any additional costs exceeding the bond this will be invoiced to the hirer. The hirer understands that any bond refund and or disputes will be a matter for the vessel owner and the hirer to resolve. Failure to pay the required security bond before departure may result in the charter being cancelled without refund. The hirer must contact DownUnder Marine Charters to arrange the return of the bond within 30 days of the charter or risk forfeiture of the bond.

Maximum Passenger Numbers

- Swan river - 49 passengers
- Rottnest (Thompson Bay) - 49 passengers
- Rottnest (Carnac Island) - 49 passengers
- To the West End of Rottnest - 35 passengers

All charters to Rottneest or Carnac Island require a full list of passenger names and contact details at the time of charter; this is to be supplied by the hirer. All fees and all other costs for the Rottneest Island Charter is to be paid by the person that is hiring the DownUnder Marine Charters. **If these fees are not paid before the departure it could result in the charter being cancelled.**

Alcohol

Thunder is not a licensed vessel and as the hirer you will be legally responsible. Correct and proper behaviour of all guests and passengers is to be invited by you, the hirer. You will be required to control these passengers and restrict the consumption of alcohol where allowed, to responsible drinkers. Sustainable food and drinking water must be provided for all guests throughout the charter. Any misbehaviour by the guests may be deemed sufficient cause by the skipper to cancel the charter immediately without refund. Absolutely no open containers or drinking of alcoholic beverages will be allowed on any jetty. No bottles of unmixed spirits will be allowed on the vessel at any time. The vessel Thunder uses a set of self-imposed guidelines following those set by the department of racing, gaming and liquor.

- Any intended passenger(s) who in the opinion of the crew shows any signs of intoxication either from alcohol or any other substance abuse prior to the commencement of the charter will be refused access to board the vessel.
- Any subsequent attempts of that person or others to argue with the crew may result in the termination of the entire charter.
- Sustainable food must be supplied on board the vessel by the hirer for the charter. This can be BYO or organised through a caterer.
- **No bottles of un-mixed spirits are permitted on board.** Premixed cans of spirits or alco-pop style drinks are permitted.
- No shooter drinks will be allowed.
- The hirer is solely responsible for any damage caused by any adult entertainment hired.
- The hirer must ensure there is a reasonable percentage (25%) of mid-strength or lower alcohol volume drinks combined with soft drinks and water.
- Under no circumstances should glassware/bottles be taken into the toilets. Should damage result from not following this clause, the hirer will be liable for the repairs.

- Any person deemed to be intoxicated by the crew will be identified to the hirer/ organiser. It would be the responsibility of the hirer/ organiser to ensure that person ceases to consume alcohol for the duration of the charter. If that person does not comply with that instruction he or she may be removed from the vessel at the nearest jetty. The vessel will only return to the charter if the skipper or master on board is satisfied that the person is safe and in the care of another responsible person. Lost charter time will not be made up and the charter will conclude at the scheduled time. If the situation is serious enough the charter may be terminated without compensation. Costs associated with the removal from the vessel (i.e taxi, public transport) are the responsibility of the person being removed and or the hirer.
- If any passenger hits, punches or is deemed to have inappropriately or physically threatened, harmed or touched another person on board the vessel or on a jetty the charter will be terminated without compensation and police will be notified immediately.

Catering

The hirer is responsible for any catering costs or belonging to outside caterers and damaged caused to the vessel by these or any outside contractors. Caterers are responsible for providing and crockery, cutlery, plastic cups or glasses, serviettes, etc. If catering has been ordered for the charter and the charter is cancelled, the hirer will be responsible for payment of the catering in full. If no caterer is used the hirer is responsible for providing adequate food for their guests.

Vessel Rules

Smoking is permitted in designated areas only. **No drugs allowed under any circumstances.** Failing to comply, the charter will be cancelled effective immediately and all passengers will be dropped off at the nearest jetty.

Weather and Safety

Thunder has absolute digression, reserves the right to cancel, modify or abandon all part of any charter cruise, at any time: (a) As a result of inclement weather, (b) In the interest of safety and well-being of the vessel, its passengers and / it's crew, or (c) As a result of prevailing operational conditions.

No Liabilities

DownUnder Marine Charters and the owner shall not be liable for any loss or damage (including personal injury) suffered by a passenger for (a) Failing to follow the safety instructions of the Master and/ or crew members of the Thunder or utilise all safety devices and precautions as provided, or (b) Acting in an unlawful or unreasonable manner and the passenger indemnifies Thunder in respect of such claims.

Acceptance

Payment of the deposit constitutes acceptance of these booking terms and conditions in relation to the above policies. I hereby acknowledge and fully understand the terms and the conditions set out above.

Hirer:

SIGNATURE: _____

DATE: _____

PAYMENT DETAILS

Those who wish to pay online can do so as follows. Please make sure you state

your name in the reference field so we can determine who has made payments.

Payment Details:

- Cash

- **Online:**
 - Bank:** National Australia Bank
 - BSB:** 086 217
 - ACC:** 89 586 4810
 - Name:** Weringam Pty Ltd

