

DREAM YACHT AUSTRALIA T/A QUEENSLAND YACHT CHARTERS  
ABN: 40 138 577 634  
Coral Sea Marina, Airlie Beach QLD 4802

## CHARTERER CONTACT DETAILS

Full Name:			
Postal Address:			
Phone:		Email:	

## CHARTER DETAILS

Boat:			
Delivery Date:		Return Date:	
Delivery Location:		Return Location:	
Delivery Time:	12pm (briefing starts at 8:30am)	Return Time:	10:00am
Charter Period:	_____ nights	Party Number:	
		<small>(Total number of people in party including children and infants)</small>	
Sleep Aboard Date	4pm on _____		

## INSURANCE \*\*Important Information – please read.

### IMPORTANT - INSURANCE

THE OPERATOR ONLY MAINTAINS CERTAIN INSURANCES AGAINST ACCIDENTAL LOSS OR DAMAGE TO THE BOAT. SUCH COVER **DOES NOT EXTEND** TO ANY LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY YOUR NEGLIGENCE, MALICIOUS OR WILFUL ACTS, BREACH OF ANY LAW.

THE OPERATOR STRONGLY RECOMMENDS THAT YOU TAKE OUT YOUR OWN INSURANCES FOR ANY EVENTS NOT COVERED BY THE OPERATOR, WHICH MAY INCLUDE, HIRER'S LIABILITY, CANCELLATION AS A RESULT OF NATURAL DISASTER, PROPERTY AND PERSONAL DAMAGE, TRAVEL AND CANCELLATION INSURANCE.

I HAVE ARRANGED MY TRAVEL / TRIP CANCELLATION INSURANCE  YES  NO

Oceanic Insurance Brokers also offer an optional Bareboat Hirer's Liability insurance. Please apply online <https://oceanicmarinerisks.com.au/bareboat-insurance/>

CHARTER NEGLIGENCE INSURANCE:  YES  NO

I hereby agree that I have read the terms and conditions which apply to this Charter Agreement and was given the opportunity to discuss the terms with the Operator prior to being bound by them:

Signature:		Date:	
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I have read and agree to the Charter Agreement terms and conditions

# CREW LIST - CONTACT INFORMATION

*This is a Queensland Transport Requirement*

## SKIPPER DETAILS

Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		

## CREW DETAILS

Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		
Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		
Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		
Full Name:		Age:		M / F
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Home Address:				
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Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		
Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		
Full Name:		Age:		M / F
Home Address:				
Phone:		Email:		

## MEDICAL INFORMATION

Are there any Medical Conditions that we should be aware of with the Skipper or Crew?	<b>YES / NO</b>
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*If yes, please provide details:*

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## THE PARTIES AGREE:

### 1. Definitions & Interpretation

- **Boat** means the boat specified in the Reference Schedule
  - **Charterer** means the person specified in the Reference Schedule and includes the Charterer's guests, family, employees, agents, and crew members.
  - **Charter Fees** means the fees payable by the Charterer under this agreement as provided in your client invoice.
  - **Charter Period** means the period commencing on the Delivery Date and expiring on the Redelivery Date.
  - **Damage Waiver Fee** means the non-refundable damage waiver fee as provided in your client invoice.
  - **Delivery Date** means the date the Boat will be delivered to the Charterer by the Operator as specified in the Reference Schedule.
  - **Delivery Location** means the location the Boat will be delivered to the Charterer by the Operator as specified in the Reference Schedule.
  - **Delivery Time** means the time the Boat is delivered to the Charterer by the Operator as specified in the Reference Schedule.
  - **Deposit** means an amount of \$1000.00.
  - **Events beyond Operator's control** means weather events, industrial action by a third party, security issues or any other unusual and unforeseen circumstance which we cannot control and the consequences of which the Operator could not have avoided.
  - **Operator** means **DREAM YACHT AUSTRALIA T/A QUEENSLAND YACHT CHARTERS** and includes the owner of the Boat, the Operator's subsidiaries, employees, directors, affiliates, agents, and subcontractors appointed by the Operator.
  - **Party Number** means the number of people aboard the Boat, including the Charterer, as specified in the Reference Schedule.
  - **Redelivery Date** means the date the Boat must be redelivered by the Charterer to the Operator as specified in the Reference Schedule.
  - **Redelivery Location** means the location the Boat must be redelivered by the Charterer to the Operator as specified in the Reference Schedule.
  - **Redelivery Time** means the time the Boat must be redelivered by the Charterer to the Operator as specified in the Reference Schedule
  - **Security Bond** means the bond payable by the Charterer under this agreement against which uninsured loss or damage, cleaning, service calls or any other cost referred to in this agreement, not included in the Charter Fees, may be charged.
  - **Service Fee** means the sum of \$450.00.
  - **Stay Aboard** means the Charterer stays on board the Boat the night before the Delivery Date for the purposes of accommodation only.
  - **Stay Aboard Fee** means the fee payable by the Charterer to Stay Aboard.
- In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, words denoting gender shall include all other gender, headings are for convenience of reference only and shall not affect construction of the agreement. Children are defined as persons under the age of sixteen years. Time is of the essence of this agreement.

### 2. Delivery and Acceptance

- 2.1 The Operator will deliver the Boat to the Charterer at the Delivery Location, on the Delivery Date, at the Delivery Time.
- 2.2 Credit will be allowed on a pro rata basis for Charter Fees covering periods of delay in delivery by the Operator. If the Operator fails to make delivery within twenty-four hours of the Delivery Date and Delivery Time, then the Charterer may cancel the agreement and Charter Fees and Security Bond will be refunded in full.
- 2.3 The Operator will then have no further liability to the Charterer beyond that refund. The Charterer warrants that he has examined the Boat before taking delivery and by accepting the Boat will be deemed to have satisfied himself that the Boat is staunch and properly outfitted for a yacht or motor cruiser of her type, size, and accommodation.
- 2.4 Upon acceptance of the Boat by the Charterer, the Charterer is deemed to be satisfied with the condition and quality of the Boat.
- 2.5 Upon acceptance, the Charterer agrees that they will operate and use the Boat in a reasonable and prudent manner considering all weather and other conditions and warnings which may affect the sailing and safety of the Boat and all persons on board.
- 2.6 The Charterer's use and operation of the Boat must be pursuant to all guidelines issued by the Operator in respect of the use and operation of the Boat.
- 2.7 Should the Charterer not be ready to accept delivery of the Boat at the Delivery Location, on the Delivery Date, at the Delivery Time for any reason the Operator has the right to reset the Delivery Time any time within the next twenty-four-hour period. In that event there shall be no partial refund of the Charter Fees for any of the charter time lost.
- 2.8 The Charter Period commences with the area briefing and Boat familiarization / sail orientation.

### 3 Payment, Cancellation and Security Bond

- 3.1 The Charterer will pay:
  - The Deposit on signing or accepting this agreement.
  - The balance of the Charter Fees at least sixty days prior to the Delivery Date; and
  - A Security Bond on or before the Delivery Date.
- 3.2 In the event the Charterer cancels this agreement by notice in writing received by the Operator at [reservations@yachtcharters.com.au](mailto:reservations@yachtcharters.com.au) more than ninety days prior to the Delivery Date, the Deposit will be refunded in full less the Service Fee of \$450.
- 3.3 If written cancellation is received sixty to eighty-nine days prior to the Delivery Date, the full Deposit will be retained by the Operator.
- 3.4 If written cancellation is received less than sixty days prior to the Delivery Date, all Charter Fees remain due and payable and will not be waived or refunded UNLESS the Operator is able to obtain an alternative booking for the same Charter Period.
- 3.5 If there are no deductions from the Security Bond, it will be refunded to the Charterer within 14 days of Redelivery Date.
- 3.6 In the event of any deductions from the Security Bond for insurance excess or consequential credit card or banking charges, demurrage, repair of any damage or loss of equipment, or any accident, breakdown, recall or repossession of the Boat, the balance will be refunded to the Charterer as soon as is reasonably practicable once the repairs are completed or the deduction is calculated, whichever is the latter.

### 4 Inventory

- 4.1 On the Delivery Date at the Delivery Time, the Charterer will, if requested by the Operator, complete, check and sign a record of inventory and on the Redelivery Date and the Redelivery Time will attend to checking with the Operator and will countersign the record of inventory after checking.
- 4.2 Any lost or damaged inventory item will have all expenses relating to the loss or damage debited against the Security Bond.
- 4.3 If the Operator does not require signing of a record of inventory, its right to debit against the Security Bond is not waived.

### 5 Running Expenses

- 5.1 The Charterer will pay all running expenses during the Charter Period including (but not limited to) port charges, sail guide and crew charges, service calls, refueling costs and provisions and supplies.

### 6 Competency

- 6.1 In this clause "competent person" means a person competent in the handling of the type of boat chartered including:
  - Knowledge and practical experience of navigation, seamanship; and
  - Knowledge and practical experience in the handling of auxiliary powered craft and associated equipment of the general type and size of Boat.
- 6.2 The Charterer warrants that he is a competent person in the handling and operations of the type of boat chartered and has no health issues that would impede the safe operation of the Boat.
- 6.3 The Charterer undertakes not to permit any other person to operate the Boat unless that person is a competent person.

- 6.4 The Operator reserves the right to require the Charterer and any other person who may operate the Boat to demonstrate to the Operator that he/she are competent persons. Should the Operator not be satisfied (acting reasonably) with the competency of the Charterer, the Operator may require a sailing guide, at the Charterer's expense, on board the Boat for such period as determined by the Operator.
- 6.5 In the event the Charterer or any other person is considered by the Operator to be a competent person as a result of any misleading, deceptive conduct or misrepresentation by the Charterer and upon which the Operator has relied to form an opinion then the Operator will have the right to install a competent sailing guide aboard the Boat, at the Charterer's expense, or at its election to terminate this agreement. The Operator will have the right to recover any losses against the Charterer without any liability to refund or compensate the Charterer because of the misleading, deceptive conduct, or misrepresentation.

## **7 Navigation and Other Limits**

- 7.1 The Charterer will restrict the cruising of the Boat between the cruising hours of 7am to 4pm unless otherwise authorized by the Operator.
- 7.2 The Charterer will limit his cruising perimeter to the area and limitations clearly defined and specified by the Operator.
- 7.3 The Boat will be employed exclusively as a pleasure boat for the sole and proper use of the Charterer.
- 7.4 The Charterer will not carry on the Boat more than the Party Number and the Charterer will not permit any other party, except competent persons within the Charterer's party, to operate the Boat unless the prior written permission of the Operator is obtained.
- 7.5 The Charterer will not race the Boat.
- 7.6 The Charterer will not raft up the Boat up against any other vessel. The Boat must not be used for towing except with written authorization of the Operator.
- 7.7 There must be no transferring of any equipment from the Boat. The Charterer will not engage in trade including transporting merchandise or passengers for pay.
- 7.8 No goods, documents or drugs shall be carried which would involve the risk of seizure of the Boat by any government. Pets are not permitted on the Boat.
- 7.9 Children must be under the control of a responsible adult. That adult is responsible for the conduct and personal safety of the children while on the Boat.
- 7.10 The Charterer will not allow any person on board to commit any act contrary to the laws of Australia, or of any other government within the jurisdiction of which the Boat may be at any time and shall comply with the law in all other respects.
- 7.11 The Charterer will not make any landing with the Boat or tie the Boat up at any jetties or piers except those approved by the Operator prior to the charter.

## **8 Charterer's Authority**

- 8.1 On the Delivery Date, the Operator will relinquish its possession and command of the Boat to the Charterer and full authority regarding the management of the Boat and its crew or members of the charter party will be transferred to the Charterer for the Charter Period.
- 8.2 Should a sailing guide be put on board either at the Charterer's or Operator's request the sailing guide will be the sole responsibility of the Charterer and the Charterer will pay the Operator for the sailing guide at the current daily rate listed at the Operator's offices and feed and accommodate the sailing guide.
- 8.3 If a sailing guide is put on the Boat, then although the Charterer will have possession, command, navigation and full control over the Boat, the sailing guide is to be sole judge as to whether it is reasonable or prudent to sail at any time and as to whether any specified anchorage is reasonably safe.

## **9 Redelivery**

- 9.1 The Charterer will redeliver the Boat to the Operator free from any indebtedness which may have occurred on the Charterer's account at the Redelivery Location, on the Redelivery Date at the Redelivery Time, together with all equipment, in the same condition as it was on the Delivery Date, save for fair wear and tear from ordinary and proper use.
- 9.2 If for any reason other than that the Boat has become a total loss, the Charterer fails to redeliver the Boat at the Redelivery Location, on the Redelivery Date at the Redelivery Time, the Charterer will pay the Operator demurrage at the rate of the per night Charter Fee of the Boat **plus 50%** for every day or part of a day until redelivery is affected.
- 9.3 If the Charterer leaves the Boat at any location other than the Redelivery Location, the Charterer will pay to the Operator, all expenses involved in transferring the Boat to the Redelivery Location; demurrage for the number of days required for the transfer; plus any losses or damage not covered by the Operator's insurance which may occur on or to the Boat or otherwise arises from the redelivery until it has been redelivered to the Charterer at the Redelivery Location.
- 9.4 In the event the Charterer should elect for any reason to redeliver the Boat prior to the end of the Charter Period the Operator is not obligated to refund any part of the Charter Fees, except in circumstances where the redelivery of the Boat is because of the Boat becoming inoperable during the Charter Period through action or inaction of the Operator.

## **10 Cleaning**

- 10.1 If upon completion of the charter the Charterer has not left the Boat in clean and tidy condition then the Charterer will pay for the costs of cleaning the Boat, which the Charterer authorizes to be deducted from the Security Bond or otherwise be owing by the Charterer.

## **11 Service Calls**

- 11.1 In the event of a malfunction of the Boat or its equipment, the Operator will subject to prevailing weather conditions instruct the Charterer to proceed to the point designated by the Operator where repairs or replacement can be undertaken ("service call").
- 11.2 In the event the Boat cannot be moved, the Operator will use its best endeavors to reach the Boat with a service vessel at the earliest opportunity.
- 11.3 Should any service call be caused by any action or inaction by the Charterer or for any reason except to the extent that the service call is caused by a deliberate act, negligence or failure of the Operator, the costs associated with the service call are payable by the Charterer and will be deducted from the Security Bond or otherwise owing by the Charterer.

## **12 Recall**

- 12.1 Operator reserves the right to recall the Boat at any time if the weather is considered by the Operator (acting reasonably) to be a threat to safe operation or in the Operator's opinion (acting reasonably) the Boat is being improperly or incorrectly sailed, managed or controlled so as to imperil the Boat, other vessels or property or life or where the Boat is operated in breach of marine park rules.
- 12.2 A recall may include but is not limited to a recall to the Operator's base or an instruction to proceed to a haven deemed to be safe for the prevailing conditions. During a recall the Charterer may be required to vacate the Boat depending on conditions.
- 12.3 The Operator is not liable for any lost time, Charter Fees, expense or losses to personal goods or property due to recall and the Operator is not liable to refund any Charter Fees.
- 12.4 It is recommended the Charterer takes out appropriate insurance cover for such events.

## **13 Replacement**

- 13.1 If a fault in the Boat is detected before or during the Charter Period that may cause unsatisfactory or inoperable performance of the Boat or its equipment, then the Operator has the right to expeditiously affect repairs.
- 13.2 If the fault is caused or contributed to by the Charterer's deliberate or willful act, negligence or failure then the cost of repairs are payable by the Charterer and the Charterer is not entitled to any refund of Charter Fees.
- 13.3 In the event the Boat is, in the Operator's opinion, inoperable before or during part of the Charter Period, through no fault of the Charterer, rendering total or premature termination of the charter, the Operator may, at its discretion, provide as a substitute an alternative boat of similar size and quality for the Charter Period.

- 13.4 If no substitute boat can be provided the Charterer will be entitled to reimbursement of Charter Fees for each full day of the charter which has not been used, less any reasonable costs incurred by the Operator under this clause.
- 13.5 Regardless of clause 13.3, even if the fault is caused or contributed through no fault of the Operator or Charterer (for example, such as striking a marine animal or submerged object) the risk is that of the Charterer's and the Charterer is not entitled to any refund of Charter Fees and is liable for all damage assessed against the Boat. It is recommended the Charterer takes out appropriate insurance cover for such events.

#### **14 Accident or Breakdown**

- 14.1 In the event of any accident, loss, breakdown or disaster, the Charterer shall give immediate notice to the Operator and will not except to the extent necessary to avert or minimize loss or damage of the Boat, authorize, or undertake repairs without prior authorization of the Operator.
- 14.2 The Charterer will be responsible for the costs and consequence of any unauthorized repairs.
- 14.3 The Charterer shall make no admission of liability to any third party and no refund shall be made in respect of any claim arising out of such accident, loss, or breakdown where such accident, loss, or breakdown is caused or contributed to by the Charterers deliberate act, negligence, or failure.
- 14.4 The Operator at its discretion, acting reasonably, shall determine if the cost of any repair, service (including cost for service vessels), breakdowns, recall or repossession or any other costs incurred by the Operator are chargeable to the Charterer and if so, will be deducted from the Security Bond or otherwise be owing by the Charterer.

#### **15 Limitation of Liability**

- 15.1 To the extent permitted by law, the liability of the Operator for indirect, special, or consequential damages in connection with or arising out of the services under this agreement shall be limited to the supply of those services only. The Operator is not liable for any other indirect, special, or consequential damages.

#### **16 Alcohol and Drugs**

- 16.1 The use or consumption of illegal substances by anyone using the Operator's facilities, property, or Boat, either ashore or afloat is prohibited.
- 16.2 The operation of the Boat under the influence of illegal substances or alcohol is at the Charterer's own risk. Queensland law prescribes the operation of a vessel by anyone with an alcohol blood reading of over 0.05 is illegal and any breach of that law is a breach of this agreement.
- 16.3 The Operator is not liable for any personal injury or death arising from or in any way related to the use or consumption of alcohol or illegal substances.

#### **17 Personal Losses**

- 17.1 The Operator is not liable for loss of personal property and goods of the Charterer whilst on the Boat. It is recommended the Charterer takes out appropriate insurance cover for such events.

#### **18 Insurance**

- 18.1 The Operator insures the Boat for the Charter Period as protection against fire, damage, marine collision, risk, hazards of the voyage, including engine, hull and vessel equipment and any accidental loss or damage that may occur, or be caused by, the Boat during the Charterer Period PROVIDED the Boat is operated in compliance with this agreement and any guidelines issued by the Operator's insurer BUT DOES NOT extend to any damage or loss caused or contributed to by malicious or willful acts and breach of any law.
- 18.2 Any excesses in connection with claims made under the Operator's policy may be debited by the Operator against the Security Bond, or otherwise be owing by the Charterer.

#### **19 Indemnity**

- 19.1 To the extent permitted by law, the Charterer hereby indemnifies, will reimburse and hold the Operator harmless from and against any acts and all claims, losses, liabilities, demands, suits, judgement or causes of actions and all legal proceedings whether civil or criminal, penalties, fines and other sanctions and any other costs and expenses in connection with or which may result from, or arise in any manner out of any matter related to this charter agreement or arise out of the management, control, encumbering use or operation of the Boat by the Charterer.
- 19.2 To the extent permitted by law, no claim of any nature shall be brought against the Operator by the Charterer or any of the Charterer's party and the Charterer hereby indemnifies the Operator in respect of any amount paid by the Operator in respect of any such claim.

#### **20 Water Sports**

- 20.1 The Charterer undertakes all activities (including but not limited to swimming, windsurfing, snorkeling, diving) on, from or whilst in occupation, use, control or operation of the Boat at its own risk.
- 20.2 The use of any equipment (including but not limited to outboard engine, dinghy, snorkeling or scuba equipment, masks, fins) supplied by the Operator, either available onboard the Boat, separately purchased / hired from the Operator or otherwise, is operated at the Charterer's own risk.
- 20.3 The Operator and its insurance underwriters are **not** liable for accidents, injuries, or death due to activities (including but not limited to) swimming; windsurfing; or the use of equipment (including but not limited to the use of the Boat's dingy and outboard engine, snorkels, masks fins or scuba equipment).
- 20.4 The user of any equipment must ascertain that he / she is experienced, qualified, and capable of using the equipment and the equipment is suitable and in good condition for the purpose for which it will be used and for the person using it.

#### **21 Radio Arrangements**

- 21.1 The Charterer agrees to contact the Operator's base on or within such time as the Operator may at its discretion stipulate to the Charterer including each morning and afternoon on each day of the Charter Period and furnish necessary details of the Boat's position, intended plans for the day and intended anchorage position for that evening.
- 21.2 If the Charterer fails to so notify or contact the Operator's base on any two consecutive schedule periods, then that Charterer shall be responsible for all costs or expenses incurred by the Operator in searching for the Charterer including but not limited to, the hire of aircraft or other means of transport.

#### **22 Force Majeure**

- 22.1 The operator shall not be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of the operator which makes continuance of operations impossible.
- 22.2 In the event of a delay or failure of performance based upon an event described above, all payments made towards the charter shall be used as a credit for a future charter. No refunds will be provided.
- 22.3 The operator will work with the charterer to book a new charter on new dates based upon availability. If the parties cannot book a new charter at that time, the charterer's payments will remain as a credit with the operator.
- 22.4 The operator will not be responsible for additional costs incurred by the charterer because of changes to their charter due to a force majeure event.
- 22.5 **It is strongly recommended that the Charterer obtains their own travel insurance to cover such cancellations.**

#### **23 Damage Waiver Fee**

23.1 In consideration of payment of the non-refundable Damage Waiver Fee, if applicable, the Operator will either reduce or waive the Security Bond in accordance with the amount as provided in your client invoice. This payment does not provide any insurance cover for the Charterer.

#### **24 Stay Aboard**

24.1 If the Charterer pays the Stay Aboard Fee, the Charterer is permitted to Stay Aboard the Boat at Coral Sea Marina from 4:00pm on the day prior to the Delivery Date.

24.2 If for any reason outside the Operator's control, the Operator does not have the Boat available for the Stay Aboard, then the Stay Aboard Fee will be refunded to the Charterer in full.

#### **25 Government Fees and Future Taxes**

25.1 The Charterer is required to pay a fee as advised by the Operator per person payable prior to departure for costs of the use of the Great Barrier Reef Marine Park. The Charterer will also pay and discharge without exception all taxes, charges, assessments and outgoings and impositions relating to the charter imposed by or under federal or state law, or by federal, state or local authorities and whether on a capital or revenue basis or any other basis and even though of a novel character which may at any time be introduced during the period from execution of this agreement to the end of the Charter Period.

#### **26 Non-assignment**

26.1 The Charterer will not assign or sub-charter his interest in the Boat without the prior written consent of the Operator. The Operator may assign its rights under this agreement.

#### **27 Applicable Law**

27.1 This agreement is governed by the laws of the State of Queensland and the Commonwealth of Australia and any dispute arising or relating to the agreement, or the charter shall be referred to the courts of Queensland and be heard at the nearest relevant court.

#### **28 Risk**

28.1 To the extent permitted by law, and regardless of any other provision in this agreement, the Charterer takes, operates, and uses the Boat at their risk. It is strongly recommended that the Charterer obtains their own travel insurance to cover such risk.