

## Terms and Conditions

In these Terms and Conditions, 'the Passenger', 'the Charterer', 'you' and 'your' means all persons named on the booking confirmation and their travelling party. 'We', 'us' and 'our' means Mariner Boating Holidays (MBH) Before booking with us, please read these Terms and Conditions carefully and all the other information we supply you relevant to your booking. We act as agent for Yacht Charter operators, other transportation companies or service providers mentioned in this document ("Operators"). When you book a holiday through us acting as agent for the Operator concerned, you enter directly into a contract with said Operator. In acting as agent when taking your booking, we accept no liability in relation to any contract you enter into for the accommodation, travel arrangements or other services you purchase ('Arrangements') or for the acts or omissions of any. Operator or supplier/principal or other person or party connected with any arrangements.

### BOOKING

Your charter is only confirmed after you have received a booking summary email AND a booking deposit has been paid. As soon as your booking summary is received, you must check the details carefully. If anything is not correct you should tell us immediately. Charter prices are quoted based on the rate of exchange at time of booking. All passengers are required to complete a traveller information form as part of the booking process.

### DEPOSIT & FINAL PAYMENT

A non-refundable booking deposit up to 50% (depending on operator) is required within 3 days of booking. Exact deposit amount will be confirmed at time of booking. MBH are unable to confirm your charter until full deposit payment is received. Payment of the deposit indicates acceptance of these conditions and Operator's conditions. Deposit payments will be forwarded to our operators within 7 days of payment. Full balance payments are due 90 days prior to the start date of your charter, unless otherwise specified on your invoice.

### CANCELLATION POLICY

Cancellations must be advised in writing to [info@marinerboating.com.au](mailto:info@marinerboating.com.au). The following cancellation fees apply based on the date on which we receive written notice of cancellation.

More than 91 days prior to departure:	Full booking deposit shall be retained
90 days prior to departure to day of departure:	100% of the charter fee shall be retained

Payments forwarded to third party operators on the traveller's behalf are subject to the operator's terms and conditions. Cancellation may incur operator cancellation fees in addition to the MBH cancellation fee.

### FORCE MAJEURE

MBH 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 pandemics, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of MBH which makes continuance of operations impossible.

In the event of a delay or failure of performance based upon an event described above:

- All payments made towards your booking shall be used as a credit for a future charter with same operator. No refunds will be provided.
- MBH will work with you to book new dates/charter based on your availability and preferences. If the parties cannot confirm new dates at that time, the deposit will remain as a credit with MBH for 1 year.
- MBH will not be responsible for additional costs incurred as a result of changes to their booking due to a force majeure event.

## CONDITIONS OF THE OPERATORS

The terms and conditions and/or charter contract of the operator supplying your yacht/gulet will be sent to you at time of booking. This contract will outline the full terms and conditions of your charter and must be signed and returned to us within one week of paying your deposit.

The operator's conditions may include, but are not limited to the below:

- Proof of appropriate sailing experience, a formal qualification and a VHF radio operator's license certificate is a legal requirement of yacht chartering. If this is not supplied or you are not qualified to be a skipper, you or your crew will need to pay an additional amount for a local professional skipper to sail the yacht.
- A reduced security deposit is payable upon check in. This security bond is to cover damage/loss that may be incurred during charter and is refundable upon completion of the charter should no damage occur. In case of any loss or misfortune, it is the duty of the Charterer to mitigate all potential losses recoverable under the insurance procured by DYC. Charterer shall notify DYC within 24 hours of any loss or damage to the Vessel. In the event of gross negligence by Charterer causing loss or damage to the Vessel, Charterer shall be held liable for the full cost of repairs above the insurance deductible or damage waiver.
- At check-in and prior to signing the Inventory Checklist, Charterer will check that boat and equipment is in good working order and up to minimum standards. At this time, Charterer can note with the operator anything it believes contrary or below the standards as set forth in the invoice.
- Upon delivery, Charterer and crew are fully responsible for the Vessel and for any damage to property or injury to persons that could happen including third parties. In the event a professional skipper has been provided by MBH or the operator, Charterer will remain responsible for the boat and the behaviour and well-being of crew.
- Charterer agrees to be responsible for all crew and passengers on board and binds crew and passengers to the terms provided herein.
- Charterer will be responsible for all boat maintenance during the charter and will pay all running expenses incurred after delivery of the boat, such as mooring fees, local taxes, fuel oil, water and food.
- The boat must be returned with all gear aboard in the same good conditions as upon departure, in good cleaning conditions, on the specified End Date, time, and End Port.
- Charterer agrees to pay for any loss or damage not covered by Insurance that can occur on or to the Vessel until return. Charterer remains fully responsible for the Vessel until signature of the return counter-inventory and final disembarkation.

## ADDITIONAL TRAVEL ARRANGEMENTS

Additional travel arrangements booked through MBH may require further holding deposits. Once a booking is made with an operator for travel services such as hotel accommodation, car hire, airlines, tours etc. changes to your booking will incur amendment and service fees.

Airlines reserve the right to change prices without notice and airfare prices are subject to seat availability in the class offered & booked. Airfares are subject to rules & regulations specified by the airline. Airline & airport taxes are subject to change due to government regulation and currency fluctuations.

## CURRENCY

Mariner Boating Holidays Yacht Rallies are quoted in Australian Dollars. Significant fluctuations in foreign currency may incur surcharges for bookings that are not paid in full.

## PASSPORTS AND VISAS

It is the Passenger's responsibility to ensure that they possess all relevant travel documents prior to departure. If for any reason the passenger is unable to travel due to incomplete travel documentation after booking and confirmation of cruise, the passenger will be subject to cancellation policy as stated in these terms and conditions.

Your passport must be valid for 6 months after your scheduled return date to Australia.

Please note Visas may be required for entry to certain destinations. To confirm whether one is required for your specific travel please refer to the following link: [www.visalink.com.au](http://www.visalink.com.au)

Please visit [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for travel advisory information.

## AGENCY BOOKING FEES

Credit Card Transaction Fee	Visa & MasterCard	1.80%
	American Express	3.00%
Preparation of detailed Travel Itinerary fee	AU\$120 per crew	
Amendment fee	AU\$70 per amendment plus any fees levied by any of the service providers	

NOTE: Some operators may consider amendment of dates or changing of boat as cancellation.

## TRAVEL INSURANCE

Travel insurance is recommended by Mariner Boating Holidays. Travellers should ensure they have a valid policy at time of booking. Your travel insurance policy must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the heads of cover. We also recommend it covers cancellation, personal liability and loss of luggage and personal effects. As the event organisers we require a copy of the policy and the emergency contact number so we can act in assistance with confidence.

## SKIPPER LICENSING

It is necessary that the skipper of a charter yacht holds an **International Certificate of Competence (ICC)** or an **RYA Day Skipper Certificate** or its recognised equivalent along with a **VHF Radio operator's licence**. We will require a skipper's résumé to be completed and copies of any official licensing. Skippers are required to bring actual licenses with them to show at yacht check in.

## PHOTOGRAPHY AND USE OF LIKENESS

During the your charter, We and/or the Operator may photograph or record video images of Passengers individually or as general participants in activities. If the Passenger informs us and the photographer acting on our behalf of their desire not to be included in such photography, We and/or the Operator shall take reasonable steps to avoid including recognisable images of the Passenger in any resulting photographs or videos. Notwithstanding any such request by the Passenger, We and/or the Operator shall have the right to publish, in any medium, and for any valid business purpose, without obligation to compensate Passenger for such usage, an image taken in good faith that may include images of the Passenger.

## UNDERTAKINGS OF THE PASSENGER

The Passenger expressly agrees to the following:

- a) That he/she is in good general health.
- b) That he/she shall abide by the safety instructions as given out by your skipper and the MBH crew
- d) That he/she shall indemnify and hold harmless both Mariner Boating Holidays and the Operator, its employees, agents, representatives and assigns against any and all liabilities, costs and expenses (including legal fees and costs of litigation) which may be incurred in connection with any claims, suits or any cause of action brought by him/ her against any third party, or by any third party against him/her, his/her heirs, representatives or assigns regarding injury or loss to person or property sustained by him/her or such third party, directly or indirectly, arising out of events, acts or omissions, no matter how caused or created, that occur during the course of a charter.

## BEHAVIOUR

MBH and the Operator (or we, on behalf of the Operator) reserve the right within our reasonable discretion to terminate your charter, without notice, if you or your crew's conduct or behaviour is disruptive in any way and/ or affects the enjoyment of other passengers. No liability will be accepted for any extra costs incurred by you/ or your party as a result of any such termination. You/your crew will be required to leave the vessel/ other service. Neither we nor the Operator will have any further responsibility toward you including any return travel arrangements. No refunds will be made nor payments towards any expenses or costs incurred as a result of the termination.

## COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable charter. If, however, you have any cause for complaint then we, together with the Operator are anxious that remedial action is taken as soon as possible. It is essential that you contact us immediately if any problem arises so that it can be speedily resolved whilst you are still on board. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

## GENERAL PROVISIONS

These Terms and Conditions are issued as of May 2020 and supersede and cancel all prior communications and agreements, whether written or oral express or implied. Any subsequent modification of these Terms and Conditions will be posted on the website [www.marinerboating.com](http://www.marinerboating.com)