

Terms and Conditions

In these Terms and Conditions, 'the Passenger', 'the Charterer', 'you' and 'your' means all persons in your 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

Vessels or cabin will be confirmed on a first come, first served basis. Your vessel or cabin is only confirmed after you have received a booking summary email AND a booking deposit from all passengers 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. The package price is calculated based on the total number of paying passengers on your yacht or in your cabin.

All passengers are required to complete a traveller information form as part of the booking process.

DEPOSIT & FINAL PAYMENT

A non-refundable booking deposit of AU\$500 per person is required within 7 days of booking. MBH are unable to confirm your reservation until payment is received by us for all passengers.

Payment of the deposit indicates acceptance of these 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 the yacht rally/tour you are participating on, unless otherwise specified on your invoice.

CANCELLATION POLICY

Cancellations must be advised in writing to 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: The full deposit of \$500 per person shall be retained

90 days prior to departure to day of departure: 100% of the charter fee shall be retained

If government intervention due to the Covid19 pandemic prevents the event being held then all money received will be refundable in full. Alternatively the money held can be credited in full to future Mariner Boating events planned for July 2021 and February 2022.

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.

MBH may need to cancel a Rally or Tour based on any of the reasons below:

Lack of minimum required numbers for the group to go ahead

Travel safety warnings from DFAT

Any other reason where Mariner Boating are not able to guarantee departure

MBH will advise travellers of any cancellation by phone and email as soon as any cancellation is decided. If cancellation is due to not meeting minimum required numbers, a full refund of what each traveller has paid to MBH directly will be made to them, or alternatively a credit to a future rally in the next 12 months. MBH is not liable for reimbursing any travel booked independently with any suppliers directly or any compensation should we cancel a rally for any reason or makes a material alteration to the rally.

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, actions 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 rally or charter. No refunds will be provided.
- MBH will work with you to book onto a new rally or tour based upon availability and your preference. If the parties cannot book a new event 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 OPERATOR

The full terms and conditions of the operator supplying your vessel will be supplied during the check in process. The operator's conditions may include, but are not limited to the below:

- Any damage to houseboat(s) must be reported immediately so that an assessment can be made and remedial action taken. The costs to rectify any damage caused by the hirer will be taken from the bond, in the event the amount is greater than that available from the bond the hirer shall make good the balance. If the damage is major and is referred to and accepted by our insurers for action the hirer will be liable for the excess due.
- Any damage caused by the hirer or crew to other vessels or private property is the sole responsibility of the Hirer/Master of Vessel. The Hirer/Master of the vessel is in control and responsible for the actions of his/her houseboat.
- In the event of an accident the operator must be advised immediately, details exchanged with the other party and Vessel incident report filled out and provided for submission to Roads and Maritime.
- Prior to the hirer taking possession and departing the moorings the hirer and all members of the group are required to:
 - Read and sign the conditions of hire
 - Provide their full name, address and signature.
- Any person(s) who drive the houseboat must be over 18 years of age, hold a current drivers licence and must have signed the terms and conditions of hire document.
- All occupants of the houseboat are required to be present for the safety induction prior to the boat leaving the moorings.
- The boat must be returned in good, clean condition otherwise an additional cleaning charge will be levied.
- The river can be dangerous if swimming you do so at your own risk, do not swim out in the main channel of the river, if you are a weak swimmer you should bring your own and wear an appropriately fitted life jacket.
- Life jackets are on board your houseboat and available for use, but are a one size fits all, it is your individual responsibility to ensure they are properly fitted. It is our recommendation that parents bring properly fitting life jackets for their children.
- Under no circumstances should any member of the crew jump off the roof or canopy of the houseboat, if this happens it will result in the immediate termination of your hire.
- All crews members agree to not engage in anti social behaviour whilst on the river.
- The hirer(s) understands that it is an offence to operate a vessel under the influence of alcohol or drugs. The blood alcohol limit for operating a vessel is 0.05 if you are over 18 or 0.00 if under 18.

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.

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.

PHOTOGRAPHY AND USE OF LIKENESS

During the rally or tour, 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 rally tour.

BEHAVIOUR

MBH and the Operator (or we, on behalf of the Operator) reserve the right within our reasonable discretion to terminate your participation in the rally, 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 rally. 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