

MY ALANI EXPERIENCE PTY LTD – BOOKING AND GENERAL AGREEMENT TERMS & CONDITIONS

This agreement is between MY ALANI EXPERIENCE PTY LTD (ABN 54 656 408 856), referred to as "Booking Agent," and the undersigned party, referred to as "Charterer" and or "Client."

1. General

1.1. These terms and conditions apply to all bookings made through MY Alani Experience and the Client.

1.2. Placing a booking with MY Alani Experience and paying a deposit constitutes acceptance of these terms and conditions.

1.3. MY Alani Experience acts as an agent for the Property Owner and Charter Provider.

1.4. Clause 3 sets out definitions and rules for interpreting these terms and conditions.

1.5. These terms are subject to and modified by any Special Terms & Conditions attached to or forming part of the full booking agreement signed by you, the Client.

2. Terms about Your Booking

2.1. Deposit and Payment Terms

2.1.1. A 20% Booking Deposit must be paid within 48 hours of making the booking.

2.1.2. The final payment is due 3 months prior to the Scheduled Experience Date. If booking is less than 3 months before the Scheduled Experience Date, payment in full is required at the time of booking.

2.1.3. Tentative bookings can be held for up to 48 hours until the 20% booking deposit is received.

2.1.4. If the Deposit or final payment is not received by the due date, MY Alani Experience may cancel the booking without prior notice.

3. Definitions and Rules

3.1. Definitions and Interpretation

3.1.1. 'You' means the Client/ Charterer who signs the Booking Agreement.

3.1.2. 'MY Alani Experience' refers to MY Alani Experience Pty Ltd and, where applicable, includes its employees, agents, Property Owners, and Charter operators.

3.1.3. Terms used have the meanings set out in the Booking Agreement.

3.1.4. Queensland Law applies to this agreement.

3.2. Limitation of Liability

3.2.1. Subject to the restrictions and limitations imposed by law:

3.2.1.1. Goods and services booked through MY Alani Experience are provided on an 'as is' basis without warranties or representations.

3.2.1.2. Statutory or implied conditions or warranties, including those related to merchantability and fitness for a particular purpose, are expressly disclaimed.

3.2.1.3. MY Alani Experience is not liable for any loss or liability caused by delays or failures related to information provision, operation performance, communication facilities, or events beyond reasonable control.

3.2.2. MY Alani Experience's liability is limited to replacement, repair, re-supply of goods or services, or payment of the cost of these.

3.2.3. MY Alani Experience is not liable for any direct or indirect losses, including but not limited to loss of profits, revenue, business, or data.

4. The Services

4.1. Provision of Services

We will provide the Services according to:

- (a) The Event Proposal.
- (b) Standard industry practices and standards.
- (c) Any special conditions in the Event Proposal.
- (d) Your reasonable instructions.
- (e) All reasonable instructions from event staff.
- (f) These Terms and Conditions.

4.2. Additional Services

Unless agreed otherwise, we are not obliged to provide additional services not specified in the Event Proposal. If additional services are provided, the Fees will be adjusted accordingly.

4.3. Contractors

We may engage contractors to provide part or all of the Services.

4.4. Safety

We reserve the right to terminate all or part of the Services if it jeopardizes health, safety, welfare, property, or legal compliance.

4.5. Provided Equipment

Equipment required for the event will be provided. If there is a shortage or malfunction, MY Alani Experience will source alternative equipment of equivalent or better quality at no extra cost.

5. Equipment

5.1. Your Use of Equipment

You must use our equipment:

- (a) In accordance with our or the Venue staff's reasonable instructions.
- (b) For its intended purposes.
- (c) With reasonable care.

5.2. Liability for Damage

You are liable for any damage to equipment caused by you, your employees, or attendees.

5.3. Payment for Damage

You must pay for the cost of repair or replacement of damaged or lost equipment within seven days of receiving a demand.

6. Fees

6.1. Liability to Pay Fees

You must pay the Fees according to the Event Proposal and Payment Schedule.

6.2. Payment to Venue

For Events at a Venue, you must pay all Fees and amounts to the Venue operator as invoiced, unless otherwise advised.

6.3. Fees May Change

Fees are estimates and may change due to changes in the Event Date, services requested, Event duration, or other agreed reasons.

6.4. Termination for Non-Payment

Non-payment by the due date may result in immediate termination of the Agreement with no liability on our part.

6.5. Enforcing Payment

You must reimburse us for all reasonable costs incurred in recovering overdue amounts.

6.6. When Payment is Deemed Received

Payments are deemed received only when cleared funds are received.

6.7. Right to Charge Interest

Interest may be charged at 10% per annum on overdue amounts.

6.8. Set-Off Against Deposit

We may set off any amounts payable against any deposits paid.

7. Cancellations

7.1. General Cancellation Policy

Bookings cancelled after acceptance and payment are subject to cancellation fees.

7.2. Cancellation by Charterer

(a) Cancellation More Than 3 Months Prior: If you cancel the event more than 3 months before the commencement date, the deposit will be forfeited.

(b) Cancellation 3 Months or Less Prior: If you cancel the event 3 months or less before the commencement date, the full amount of the services/event costs as specified in the event proposal will be forfeited.

(c) Cancellation Due to Uncontrollable Situations: If the event is cancelled due to circumstances beyond the control of the Owner/MY Alani Experience, the Owner/MY Alani Experience will not be liable for the cancellation. In this case, you will be entitled to a refund of any deposit or event fee paid.

8. Master

8.1. Provision of Vessel Master

The Owner will provide a competent Master with an appropriate license.

8.2. Charterer and Passenger Compliance

All must follow the Master's directions.

9. Duration of Charter

9.1. Charter Period

Includes embarkation and disembarkation time. Additional time is charged pro-rata.

9.2. Delays

The Owner is not responsible for delays caused by late arrivals or other external factors.

9.3. Extension of Charter

Extensions are at the Master's discretion and charged pro-rata.

10. Charter Course

10.1. Course Agreement

The Charterer can agree on a course, but the Master may alter it for safety reasons.

11. Costs

11.1. Owner's Costs

The Owner covers fuel and consumables.

11.2. Charterer's Indemnity

The Charterer indemnifies the Owner for any damage from negligence or malicious acts.

13. Suitability of Yacht

13.1. Inspection

The Charterer is responsible for inspecting the Yacht's suitability before the Charter.

14. Limitation of Owner Liability

14.1. Limitation of Liability

The Owner's liability is limited under the Limitation of Liability For Maritime Claims Act 1989.

12. Behaviour

12.1. Conduct

Unruly behaviour, excessive alcohol, illegal substances, or improper disposal of rubbish may lead to early termination of the Charter at the Master's discretion.

12.2. Costs of Early Termination

Costs associated with early termination due to behaviour are borne by the Charterer.

12.3. Fines

Any fines for rubbish disposal or other unacceptable behaviour are the Charterer's responsibility.

13. Decorations

(a) The Client may place decorations on the vessel or venue during the Charter Period, provided that prior approval from MY Alani Experience is obtained.

(b) Decorations must not be affixed with adhesive tape, pins, tacks, or any material that could damage or mark the vessel or venue.

(c) Decorations must not leave marks, residue, or stains on any surfaces. Environmental hazards such as rubber balloons or plastic confetti are not permitted.

(d) All decorations must be removed by the Client at the end of the Charter Period and disposed of appropriately.

14. INTERPRETATION

(a) **Governing Law:** These Terms and Conditions are governed by and construed in accordance with the laws of the jurisdiction in which MY Alani Experience operates. Any disputes arising out of or in connection with these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of that jurisdiction.

(b) **Severability:** If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable.

(c) **Entire Agreement:** These Terms and Conditions, together with any documents or agreements referenced herein, constitute the entire agreement between you and MY Alani Experience with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and MY Alani Experience.

(d) **Amendments:** MY Alani Experience reserves the right to amend these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our website or through direct communication to you. Your continued use of our services after such amendments constitutes your acceptance of the revised Terms and Conditions.

(e) **Waiver:** The failure of MY Alani Experience to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision or any other provision. No waiver of any breach of these Terms and Conditions shall constitute a waiver of any other breach.

(f) **Assignment:** MY Alani Experience may assign or transfer its rights and obligations under these Terms and Conditions without restriction. You may not assign or transfer your rights or obligations under these Terms and Conditions without the prior written consent of MY Alani Experience.

(g) **Force Majeure:** Neither party will be liable for any delay or failure in performing its obligations under these Terms and Conditions due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, or government regulations.

15. DATA PROTECTION

(a) **Personal Data:** MY Alani Experience is committed to protecting your personal data. We will handle your personal information in accordance with applicable data protection laws and our Privacy Policy.

(b) **Use of Data:** The personal data you provide will be used solely for the purposes of providing and managing our services, and for communicating with you about your booking and any related matters.

(c) **Data Security:** We will take reasonable measures to protect your personal data from unauthorized access, disclosure, alteration, or destruction.

16. CONTACT INFORMATION

For any questions or concerns regarding these Terms and Conditions or our services, please contact us at:

MY Alani Experience
386 Front St, Hamilton Island, QLD, 4803
bookings@alaniexperience.com.au
+61 477 269 702

17. FEEDBACK

We value your feedback. If you have any comments or suggestions about our services or these Terms and Conditions, please let us know. Your feedback helps us to improve our services and ensure a better experience for all our clients.

18. CLIENT'S RESPONSIBILITIES

(a) **Accuracy of Information:** You are responsible for providing accurate and complete information regarding your event. MY Alani Experience is not liable for any issues arising from inaccurate or incomplete information provided by you.

(b) **Compliance:** You agree to comply with all applicable laws and regulations related to your event and to obtain any necessary permits or approvals required.

(c) **Conduct:** You are responsible for the conduct of all your guests and for ensuring that they adhere to the rules and guidelines set forth by MY Alani Experience.