



TERMS AND CONDITIONS

Yacht Charter Agreement Terms & Conditions

This agreement is between ALANI ADVENTURES PTY LTD ABN 54 656 136 917
M/Y ALANI, HAMILTON ISLAND, QLD ("Owner") and the undersigned party ("charterer").

1. INTERPRETATION

(a) Words which are Capitalised have meanings as defined in this agreement and as set out in the schedule to this agreement.

2. CHARTER

(a) The Owner agrees to let the Yacht to the Charterer for the Charter Period on the terms and conditions set out in this agreement.

(including the schedule) ("charterer").

3. PAYMENT

(a) Prices are in Australian dollars (AUD) and all payments must be made in AUD and are inclusive of Goods & Services Tax (GST).

(b) Payments may be made by way of Credit Card, Bank Cheque or Electronic Funds Transfer.

(c) When making a booking direct through the website the status is Pending until a member of our Alani Experience team confirms availability, this will take place within 48hrs. Once confirmed an Invoice is sent requesting payment of a 20% booking deposit.

(d) A 20% Booking Deposit of the total charter must be made within 48hrs to secure your booking. If the booking is within 30 days of the charter date, then full payment of the total charter is required.



(e) The final payment for the charter, food and beverage is due 30+ days prior to the Scheduled Experience Date (60 days for Race Week bookings).

(f) 20% Surcharge applies for Public Holidays, Easter & all December charters

(g) Extra charges incurred by the Charterer or any passenger during the Charter must be paid prior to departing the Yacht or at the completion of the Charter.

4. CANCELLATION

(a) Cancellations - bookings cancelled by you after acceptance by Alani Experience and payment of the Deposit are subject to the cancellation fees.

(b) If the Charterer cancels the Charter more than 30 days prior to the commencement date of the Charter, the deposit will be returned less a 20% booking and administration fee.

(c) If the Charterer cancels the Charter 30 days or less prior to the commencement date of the Charter, the full amount of charter will be forfeited.

(d) In the event of the cancellation of the Charter due to an event beyond the control of the Owner, the Owner will have no liability in relation to the cancellation and the Charterer will be entitled to a refund of any deposit or Charter Fee paid.

(e) Covid-19 Cancellations (See 5)

5. COVID -19 & CANCELLATION

1. (a) The OWNERS and CHARTERERS shall, if applicable:

i. Comply with any relevant government guidance and requirements in relation to COVID-19 for the duration of the Charter Period;

ii. Where practicable, practice social distancing on board the Vessel, so to minimise the spread of COVID-19 between all persons on board the Vessel;



2. (b) The OWNERS shall, if applicable:

- i. Ensure that the Vessel is thoroughly cleaned at the end of each Charter Period and prior to the next Charter Period;
- ii. Ensure that cleaning products and facilities including handwashing facilities, soap, and disinfectant hand sanitisers are made available to the CHARTERER during the Charter Period.

3. (c) The CHARTERER must inform the OWNER by whatever means necessary if at any time prior to the commencement of the Charter Period, during the Charter Period or within 7 days after the Charter Period if any person brought by the CHARTERER on board the Vessel develops symptoms consistent with COVID-19 or has a positive COVID-19 test result.

4. (d) The OWNER must inform the CHARTERER by whatever means necessary if at any time prior to the commencement of the Charter Period, during the Charter Period or within 7 days after the Charter Period if any CREW on board the Vessel develops symptoms consistent with COVID-19 or has a positive COVID-19 test result.

5. (e) If government regulations or Covid-19 related illness* prevent you from commencing your charter, the following will apply:

More than 72 hours prior to charter:

Option A: A full credit will be issued, which can be redeemed within a 12-month period from the original booking date*.

Option B: A refund, less a 20% administration fee will be issued on cancellation*.

Less than 72 hours prior:

Option A+ B - *Proof of positive Covid-19 Test is required.



(f) 24 hours prior to the charter, crew and guests are required to take a RAT test and confirm negative results to ensure no disruption to charter – this should be done prior to boarding any flights to the island and relayed to broker or booking agent ASAP.

(g) If any guests or crew were to present with symptoms during the charter, a RAT test is required and based on results the guests or crew are to follow government guidelines. Any disruption to the charter will be credited as a pro rata rate for the duration left and a new date will be required within a 12-month period.

(h) Case by case scenarios may result in alternative actions at the owner's discretion.

6. MASTER

(a) The Owner will provide a Vessel Master for the Charter who shall be competent and hold an appropriate skipper's license ("Master").

(b) During the Charter, the Charterer and all passengers must follow all directions of the Vessel Master.

7. DURATION OF CHARTER

(a) The duration of the Charter is the Charter Period.

(b) The Charter Period includes time taken by passengers to embark and disembark and the Vessel Master may pull into the point of disembarkation up to 10 minutes prior to the end of the Charter Period to allow time for passengers to disembark the Yacht.

(c) If passengers take longer than 15 minutes past the end of the Charter Period to disembark, the Charterer will be charged for every 30-minute period thereafter (or part thereof) at pro rata the Charter Fee.

(d) The Owner is not responsible for any delays caused by the late arrival of the Charterer or any passengers, delays at the wharf caused by third parties or any other events beyond the control of the Owner.



(e) If, while the Charter is in progress, the Charterer wishes to extend the duration of the Charter, the extension will be at the sole discretion of the Vessel Master and will be charged pro rata of the Charter Fee & paid for on conclusion of charter via a credit card.

8. CHARTER COURSE

(a) The Charterer may agree upon a course in advance with the Owner or the Vessel Master. The Owner or Vessel Master may alter the agreed course at their sole discretion, having regard to any conditions which may affect the safety of the Yacht or any passengers.

9. COSTS

1. (a) The Owner will be liable for the cost of fuel (at the rate in the schedule) and other consumables incurred in running the Charter.
2. (b) The Charterer shall indemnify the Owner in respect of any loss or damage to the Yacht or its equipment or fittings arising from the negligence or malicious or wilful act of the Charterer or any passenger.

10. SUITABILITY OF YACHT

(a) It is the responsibility of the Charterer to inspect the Yacht prior to the Charter (at a time agreed with the Owner) to determine its suitability.

11. LIMITATION OF OWNER LIABILITY

(a) To the extent permitted by law, the Owner shall under no circumstances be liable to the Charterer for any loss, damage, claim, injury or harm sustained or incurred by the Charterer or a passenger as a consequence of or resulting directly or indirectly from the Charter including as a result of any default, fault or negligence of the Owner, Master or any crew, employee, agent or contractor of the Owner, or for any indirect or consequential loss of any nature.

(b) In any event, the liability of the Owner, its servants, agents and sub-contractors is limited in accordance with the Limitation Of Liability For Maritime Claims Act 1989 (as amended, re-enacted or replaced).

12. BEHAVIOUR

(a) Rowdy or unruly behaviour, excessive consumption of alcohol, consumption of illegal substances or disposal of rubbish over the side of the Yacht is not permitted and may result in early termination of the Charter, discharge of passengers at the nearest safe location or summons of police, at the sole discretion of the Master or Owner.

(b) Any costs associated with the early termination of the Charter due to unacceptable behaviour will be worn by the Charterer.

(c) The Charterer will not be entitled to a refund for early termination of the Charter due to unacceptable behaviour.

(d) Any fines imposed by the relevant authorities with respect to rubbish thrown over the side of the Yacht by a passenger, or any other claim or cost incurred due to the unacceptable behaviour of the passenger will be the responsibility of the Charterer.

13. DECORATIONS

(a) The Charterer may place decorations on the Yacht during the Charter Period unless other arrangements have been made with the Owner. Approval by management is required prior to charter.

(b) Decorations must not be placed using adhesive tape, pins, tacks or any other material which will damage or mark the Yacht.

(c) Decorations must not leave any marks, residue, or stains on upholstery, teak, carpets, or any other surface of the vessel. Decorations that pose an environmental hazard are not permitted onboard, i.e. rubber balloons, plastic confetti.



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

14. GENERAL

(a) at any time during the day charter a maximum of 35 guests is allowed at any one time on board.

(b) This agreement is governed by the laws of Queensland. Each party irrevocably submits to the on-exclusive jurisdiction of the courts of Queensland and courts capable of hearing appeals from them and waives any rights to claim an action brought in such courts has been brought in an inconvenient forum.

(c) Any part of this agreement, which is illegal, void or unenforceable shall in the first instance be read down so as to be valid, and if this is not possible, shall be severed from this agreement.

(d) This agreement may only be varied by agreement in writing.