

## Allsail's Charter Booking Conditions 2021 **(Note sections in red relating to Covid19)**

**CONFIRMATIONS:** Bookings cannot be confirmed until deposit of \$300 or 30% of the proposed charter fee (whichever is the greater) is received. Payment can be made by cheque, credit card, EFTPOS or cash. **Authorisation of payment of the deposit is deemed to be commencement of the agreement to charter.**

**PAYMENTS:** Full payment is normally required 30 days prior to charter date by credit card, EFTPOS or cash. Allsail will not hand over the yacht for charter unless full payment has been made on these terms before the charter.

**ALL BOOKINGS:** Cancellation requires 30 days' notice prior to departure in writing or by email to Allsail. You will be required to produce Allsail's written acknowledgement of your cancellation request for refunds to take place. All refunds incur an administration fee of 10% of the proposed charter fee. If you cannot give 30 days' notice for cancellation or agreed postponement 50% of the total charter fee will be forfeited. If you cancel within 14 days of the charter date Allsail will only refund 20% of the charter fee unless the yacht is booked for the full charter period by another party. Cancellation within 7 days – full charter fee is forfeited unless the yacht is rebooked for the full charter period to another party.

**SECURITY BOND PAYMENTS:** A security bond of \$2000 is required for each charter. We will take an imprint of your credit card and you irrevocably authorise us to charge up to \$2000 for documented loss or damage caused in your charter period however caused – normal wear and tear excepted – or for late return (\$120 per hour or part thereof). Vouchers are held for 14 days after charter completion and either returned or destroyed at your direction. If the charterer or guests damage the Yacht whilst under the influence of alcohol, drugs or due to extreme negligence or in any way which means that the yacht insurance policy is invalid – then the charterer is responsible for the total cost of any loss or damage sustained.

**IF YOU POSTPONE THE CHARTER:** In the case of a postponement approved by Allsail, the deposit and any other payments made will be held by Allsail for a future booking (subject to availability). **NO REFUNDS**  
A rebooking fee of \$200 or up to 10% of the charter fee may be charged.

**FORCE MAJEUR:** If the Charter is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, bush fires, smog and air quality, health pandemic, transportation embargo, law, order, directive of the Government or any other condition beyond the reasonable control of Allsail, then the Charter will be postponed to another suitable and available date – **NO REFUNDS** and the Charterer (and their guests) will have no claim on Allsail for any inconvenience or costs or contingent costs incurred.

**We are flexible regarding late postponement due to any Covid19 safety issue or restrictions.**

**INCLEMENT OR UNSAFE WEATHER:** Allsail determines the suitability of conditions and the possibility of postponement on the day of the charter. The yacht may not be allowed out on charter if there is a strong wind warning or gale warning issued for Pittwater or Broken Bay by the Bureau of Meteorology. The charterer must not sail the yacht if winds exceed 25 knots. Please find a safe mooring and call Allsail for instructions.

If the charter is unable to proceed due to weather conditions, then the charterer will be entitled to rebook another hire period (subject to availability) or be issued with a credit note valid for 12 months from the date of the original charter – **NO REFUNDS**. The Charterer (and/or their guests) will have no claim on Allsail.

**YACHT AVAILABILITY:** Allsail reserves the right to change a charterer's booked yacht to another yacht with as similar size and / or style as possible. If for any reason the booked yacht or a suitable replacement is not available on the day of the charter, then Allsail will provide a credit note valid for 12 months -or refund all moneys paid. The Charterer will have no claim on Allsail for any inconvenience, or costs or contingent costs incurred.

**CATERING:** Please arrange yourself in advance or direct with the Waterfront Store at Church Point or another provider. Alcohol can be purchased there at the bottle shop. No returns or storage for left over drinks is available.

**CAR PARKING:** There is pay ticket parking in the council carpark or street parking in adjacent streets for free. Please check the signs carefully. Ask us for alternatives when you arrive before paying for parking.

**ATTIRE:** Please ensure your guests do not wear black soled shoes or hard shoes as these can mark the decks or damage the varnish work. Comfortable clothing is recommended. **Those working winches etc are expected to wear gloves - and all on board practice good hygiene in line with Covid19 guidelines in the yacht's Safety System.**

**RIGID PLASTIC AND METAL FOOD CONTAINERS OR COOLERS OR 'ESKIES':** are not permitted aboard due to the damage they can cause to the timberwork. Each yacht has a fridge or icebox.

**DOCKING:** Docking at most jetties or wharves is strictly forbidden. Dinghies are available at an additional cost, or water taxis can be contacted at additional cost. Docking damage is the greatest risk to your security bond.

**CHARTER AREA AND OVERNIGHT CHARTERS:** Under no circumstances are the yachts allowed offshore. You must stay within the charter area as outlined in your briefing. For overnight bareboat charters yachts must be safely moored before dark and must not move between sunset and sunrise.

**SKILL AND COMPETENCY OF THE CHARTERER OR SKIPPER:** In the case of a bareboat charter the Charterer or nominated skipper must show evidence of their prior experience, qualifications and skill and ability to skipper the Yacht proposed for hire to the reasonable satisfaction of Allsail. The skipper should complete the Sailing Resume as supplied by Allsail. If in Allsail's reasonable opinion the nominated skipper is not sufficiently qualified or experienced, then a qualified skipper or guide will be required to accompany the charter. Fees apply.

**The skipper acknowledges that it is their responsibility to ensure all onboard practice appropriate social distancing – the 1.5 metre rule where practical - for those who are not of the same household.**

If during the briefing for the charter the nominated skipper does not exhibit the claimed experience and skill to the reasonable satisfaction of Allsail then the charter can only proceed with a qualified skipper or guide on board. Refer the Allsail schedule of rates for the cost. If the charterer is not prepared to continue with the charter under these conditions, then the charter is cancelled. In this case the client will be refunded only 40% of the charter fee.

**SKIPPERED CHARTERS:** In the case of a charter where a professional skipper is provided by Allsail – then all on board must at all times follow the instructions of the skipper. The skipper's decisions are absolute and final.