

LUXURY YACHT CHARTERS • SYDNEY HARBOUR • GREAT BARRIER REEF • AUSTRALIA

TERMS AND CONDITIONS

- 1. Payment of deposit constitutes acceptance of conditions of events in relation to firm bookings, tentative bookings, cancellations policies, invoice calculations and payment procedures.
- 2. The signee shall be liable for any damage to the vessel, furnishings and equipment caused by himself, and /or members of his/her party or invitees.
- 3. The signee agrees that Galaxy Charters (New Space Designs Pty Ltd) shall not be liable for any injury, loss or damage suffered by any person arising from the cruise caused by them or any persons related to their party. The signee shall indemnify the company against such claims.
- 4. Although all care will be taken, Galaxy Charters (NSD P/L) accepts no responsibility for loss or damage suffered by any person arising from the cruise caused by them or any persons related to their party. The signee shall indemnify the company against such claims.
- 5. Galaxy Charters (NSD P/L) is not a common carrier and reserves the right to refuse to carry a passenger or goods without assigning any reason thereof.
- 6. The signee acknowledges that during the charter period the vessel will remain in the complete control of the Captain and/or crew. If for any reasons of unruly behaviour onboard the Galaxy I vessel the Captain has the option to off-load the passenger/s or contact the Water Police for assistance or for any weather, tidal or other reason the Captain considers it necessary to vary the length or route of the charter, his decision will be final.
- 7. To secure booking, a \$2000 deposit is required.
- 8. In the event of a confirmed booking being cancelled by the client, the deposit fee can be transferred to another date three months prior to cruise date.
 - a. A refund of deposit, if cancelled at least one month prior to date with \$500 cancellation fee.
 - b. Cancellation within one month of the cruise will result in the forego of deposit.
 - c. Bookings cancelled within 7 days of the charter will be invoiced for the full cost.
 - d. In an event of Galaxy Charters (NSD P/L) cancelling the charter a full refund will be returned to the client.
- 9. Full payment is required 10 working days prior to cruise date.
- 10. This agreement will be governed by and construed with reference to the laws in force in NSW and each party hereby submits unconditionally to the jurisdiction of the appropriate courts of NSW and any courts competent to hear appeals there from.