



Day Charter Agreement Standard Terms and Conditions of Charter 2021/2022

Charter Capacity

1. The maximum number of guests permitted to board the vessel for the charter can be found on the balance invoice. Requests for additional guest numbers may be made in writing and need to be approved 48 hours prior to the charter commencing.
2. No additional guests will be able to board the vessel on the day of the charter.
3. Refunds will not be given for no-shows or latecomers.

Access to the yacht

4. The Charterer and their guests may only board the vessel at the time their booking is scheduled to commence. Access prior to this time (e.g. for event setup) must be approved in writing by ONE O ONE least 48 hours prior to the Charter commencing.
5. The Charterer and their guests shall vacate the vessel by the agreed time set out on the balance invoice. Specific arrangements to extend must be confirmed by the Captain of the vessel. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based on the hourly rate for vessel hire and hourly staff charges)
6. Full access to the yacht including lower deck cabins will be managed on a case-by-case basis and should be discussed with the Charter Manager at least 24 hours prior to the charter commencing. ONE O ONE reserves the right to close any areas off in order to protect the vessel.

Guest Conduct and safety

7. The Head Charterer is responsible for the behaviour, security and safety of themselves, their guests and any associated contractors whilst they are onboard the vessel.
8. The Head Charterer shall observe and comply with all instructions given by ONE O ONE crew and with the provisions of the Day Charter Agreement.
9. Nudity, strippers and topless waiters are not permitted as part of any charter onboard ONE O ONE
10. It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance onboard the vessel. Any guest found to be under the influence of an illegal substance will be immediately removed from the vessel.
11. ONE O ONE crew reserve the right to request the removal of any guest behaving in a dangerous, disorderly, argumentative, offensive, illegal or objectionable way.
12. The safety of our crew and guests is our first priority. If the behaviour of any charter guest threatens this safety, police will be notified and the charter will be immediately suspended.

Responsible Service of Alcohol

13. RSA regulations apply onboard ONE O ONE. ONE O ONE crew reserve the right to refuse service to anyone underage or overly intoxicated.

14. To ensure the safety of guests returning to dock the bar will be closed 30 minutes prior to disembarking.

Shoes

15. ONE 0 ONE has a strict no shoe policy on board. A welcome mat and chairs will be provided for guests embarking the yacht to remove their shoes. All guest's shoes will be stowed safely on board during the charter.

Toilets, Showers, Cabins

16. ONE 0 ONE has two bathrooms located on the lower deck available for use. Other guest areas and bathrooms will be unavailable to use.

17. Showers are not available to use at any time, there is a freshwater shower located on the aft swim platform for any guest wanting to rinse off after swimming.

18. Guests need to ensure that no sanitary items or any other non-biodegradable waste are flushed down the toilets. Bins are provided and the cost to repair any blockages will be taken from the event bond.

Catering

20. Food is not to be taken into the lower deck area. Consumption of food will be limited to the main guest areas of the yacht.

21. Menus contain allergens and are prepared in kitchens that handle nuts, shellfish, gluten and eggs. Whilst all reasonable efforts are taken to accommodate guest dietary needs, ONE 0 ONE cannot guarantee that food will be allergy free. Any dietary requirements are required to be ordered and confirmed prior to the event.

Music

22. ONE 0 ONE'S music system will be available during charters. Volume and control will be managed by the yachts crew and any DJ equipment or sound systems must be discussed with the captain prior to commencement. If you would like your music to be played, please create a public Spotify playlist in advance so the crew can download and play for you on the day.

Smoking

23. Smoking /vaping is only permitted on the aft swim platform area and only while the yacht is at anchor.

Swimming

24. All in-water activities are to be confirmed at the time of booking the charter. Lifeguards need to be employed for safety at the charterers expense. Anyone who wishes to participate in any water activities will not be permitted to consume any alcohol.

25. Guests are to supply their own towels and no more than 20 guests are allowed in the water at any one time.

Water Taxis

26. Any water taxi embarking / disembarking must first be noted to the captain on board. Water taxis are to be arranged at the charterer's own expense.

Media

27. ONE 0 ONE Charters may feature media collected from the client's events on our social media channels and website. This may include posting images, testimonials, videos and audio. It is the responsibility of the lead charterer to inform guests of this provision.

Cancellation Policy

28. Cancellation more than 30 days prior: Provided we are successful in rebooking the vessel for your scheduled charter date and time, your deposit will be refunded less a \$500 administrative fee. If we are not able to rebook the vessel, the deposit is non-refundable.

29. Cancellation between 30-10 days prior: Deposit is non-refundable

30. Cancellation less than 10 days prior: Full payment is due and payable with no monies Refundable

31. In the above circumstances, consideration will be given to food, staff and boat costs incurred due to cancellation.

32. Cancellations must be made in writing to ONE O ONE

33. ONE O ONE reserves the right to cancel any booking and refund any deposit or payments made as a result of unforeseen circumstances; extreme weather conditions or accidents. Payments

34. Full payment is required prior to boarding the vessel.

Additional charges

35. A \$5,000 security deposit is payable prior to boarding the vessel for your charter.

36. Any additional charges on the day of service are to be immediately deducted from the security deposit. This includes but is not limited to extensions of charter, additional guests, additional services, pay-on-consumption beverages, waiting time for embarking and disembarking at wharves, water taxis and any other additional charges notified by ONE O ONE.

Damage to Vessel

37. The Charterer shall notify ONE O ONE staff immediately on becoming aware of any damage or loss to the vessel, its facilities or equipment and of any injury to any person whatsoever during the charter.

38. The Charterer shall be responsible for the cost of making good any damage or loss caused to the vessel and its furniture, fittings and equipment arising out of and/or in the course of the Charterer's Charter.

39. If the amount to make good any damage or loss caused is greater than the amount of the security deposit, the Charterer will be forwarded an invoice for settlement within 7 days. Charterers Liability

40. The Charterer is liable for themselves, their employees and any contractors whom they may engage in relation to the event and indemnifies ONE O ONE, all ONE O ONE employees and caterers against any claims, actions losses, demands, damages and expenses for which ONE O ONE, its employees and caterers shall or may become liable or suffer in respect of damage to ONE O ONE's property or injury or death of persons arising out of any wilful, unlawful or negligent act or omission of the Charterer, its employees, agents or subcontractors in connection with this event.

41. It is the responsibility of the Charterer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.

Failure to comply with any of the above provisions will result in immediate suspension of the Charter without refund.

The crew of ONE 0 ONE would like to thank you in advance for respecting our terms & conditions, and look forward to welcoming you on board.

If you have any questions or special requests, please do not hesitate to contact us directly.

Your signature below acknowledges that you have read and understand the terms and conditions.

Signature: _____ Date: _____

Name of Signatory: _____