

CHARTER TERMS & CONDITIONS

Quotations are valid for 7 days, and are estimates only. A requested booking is only tentative until deposit is received by West End Charters. They may be altered or amended in accordance with the operator or clients requirements.

Relocation fees will be included in the quote if applicable.

All quotes and rates are made in Australian Dollars.

TERM OF PAYMENT AND BOOKING

Deposit Payment

For your charter to be confirmed, a 50% deposit is required within 7 days of making your booking otherwise the booking reservation will automatically be cancelled. The full balance of payment and any bond payable is to be made 14 days before the day of charter.

Until the deposit is made – the charter is not 'confirmed' and you may lose that time or date if someone else makes a booking for the same time / date and pays their deposit immediately. Payments can be made by cash, bank deposit, cheque or money order.

Short notice bookings – 14 days or less

For the charter to be confirmed - full payment is required within 3 days of making your booking.

Bond

A bond, if required will be specified at time of booking and method payable will also be specified at that time. Bond will be refunded in full within 14 days after the cruise has taken place, unless the crew has notified any of the following have occurred:

- (i) loss or damage to the vessel or its fixtures, equipment or fittings, caused by the Charterer's Group;
- (ii) damage caused by the Charterer's Group to any fixtures, equipment or any property to the jetties carpark or facilities;
- (iii) anyone within the Charterer's Group, with or without intent, jumps/ falls overboard;
- (iv) having to call the Water Police or Ambulance due to any inappropriate behaviour, drug use or intoxication;
- (v) excessive uncleanliness or extra cleaning required caused by the Charterer's Group.
- (vi) failure to disembark within the 5-15 minute allocated disembark time

Payments

Payments must be made in Australian Dollars via electronic transfer, bank cheque or credit cards Visa or MasterCard only. Please note a 2% fee for Australia & 2.5% fee for International transactions are added for payments and refunds by credit card

At time of booking, an invoice will be sent with payment details.

Receipt of the deposit by the due date deems the booking is final and subject to West End Charters' Terms and Conditions

Rottnest Island Landing Fees

A Government *Rottnest Landing Fee* may be payable for Rottnest cruises and this is not included as a part of your charter fee. All visitors entering the Rottnest Island Reserve, including the marine reserve, are required to pay an admission fee as a contribution to the conservation of the Island and the provision and upkeep of facilities.

If this is payable, it will be specified at time of booking and be based on the current Rottnest Island Landing Fee rates – which can either be paid by the charterer prior to the charter online <http://www.rotnnestisland.com/> – or arranged with the crew on the day.

If any passengers disembark on the island (even just one person) then FULL individual admission fees apply for *all* carried passengers.

Confirmation of Your Booking

Please note that failure to make due payment in respect of bookings or instalments shall entitle West End Charters to consider the booking cancelled. All effort from West End Charters will be made to contact the client before the booking is made available to other parties. However, should contact not be made, West End Charters shall be entitled to consider the booking as void and release the place to another person.

Clients must be aware that any booking confirmations held with a credit card as security do so with the knowledge that should you not turn up for the booking, or should you not cancel a booking within the stipulated guidelines as outlined below, the credit card will be debited in full for the booking amount.

Cancellation Policy

Cancellation must be in writing or via email to ensure no misunderstandings as to whether your booking is being cancelled or not. Upon cancellation the following fees apply:

- An administration fee of \$50.00 for cancellations more than 90 days from tour departure date.

Client Initials

- For tour departure dates between 1 March and 31 October a cancellation fee equivalent to 20% of the total tour cost for cancellations 60 – 30 days prior.
- For tour departure dates between 1 November to 28 Feb 28 a cancellation fee equivalent to 50% of the total tour cost for cancellations 90 – 60 days prior.
- For tour departure dates between 1 March and 31 October - If a cancellation for a charter is made within 30 to 15 days of the charter date, deposit or full payment is refunded less 20% of charter fee, *only* if West End Charters can rebook the boat to another customer. In the event West End Charters cannot rebook the boat, the customer is only entitled to a 20% refund of total charter amount. For cancellations within 14 days or less of the tour departure date, no refunds will be issued.
- For tour departure dates between 1 November to 28 Feb 28 - If a cancellation for a charter is made within 60 to 30 days of the charter date, deposit or full payment is refunded less 50% of charter fee, *only* if West End Charters can rebook the boat to another customer. In the event West End Charters cannot rebook the boat, the customer is only entitled to a 50% refund of total charter amount. For cancellations within 30 days or less of the tour departure date, no refunds will be issued.
- Cancellation due to inclement or unsafe weather will be made at the Master's discretion and every attempt will be made to reschedule the charter to suit the client. If West End Charters is unable to reschedule the charter at a mutually convenient time with the client, then 50% of the total fees will be refunded.

The above cancellation fees are charged at the company's absolute discretion, but can be waived under special circumstances in arrangement with the company.

No refund will be issued upon failure to join the tour or if a choice is made to depart the tour, for whatever reason before the scheduled completion of the tour. Exceptions can be made in the case where an agreement has been sought with the company at least 21 days prior to the tour departure.

In extreme cases of passenger (or crew) illness or injury and where the decision is made by the Master or crew to cease operating the outing to ensure the person's well-being, West End Charters are not responsible or obliged to give refunds or offer an alternate outing in the event the charter is finished early or cancelled because of illness or injury.

Commencement of Charter

In the event that the charter has commenced and is unable to be completed due to mechanical failure the charter fee will be refunded on a pro rata basis.

The Master of West End II shall be suitably qualified and carry the necessary licences for West End II's specifications. The client recognises the authority of the Master in all matters, regarding safety (including service of alcohol), navigation and speed of West End II and associated equipment (tender and sports equipment). The client recognises the authority of the Captain in reference to anchorages and itinerary changes due to weather or Force Majeure.

Should the client fail to recognise the authority of the Captain, the owners of West End II have the right to cancel the charter and all outstanding monies to be settled by the client.

You may cancel your booking at any time subject to above conditions. Cancellation must be made in writing to avoid any misunderstanding.

Weather Conditions

West End Charters endeavour to operate all charters in safe and appropriate weather conditions. Weather is monitored closely at all times and in the event the conditions are considered to be unsafe West End Charters reserve the right to cancel charters up until the intended departure time.

All effort is made to give as much prior notice of cancellation as possible but no liability is accepted for inconvenience or last minute change of charter plans by West End Charters. Passengers have the option to be refunded their payment in full or to reschedule a booking for another charter date in this instance.

“Strong wind warning” as issued by the WA Bureau of Meteorology is assumed to be unsuitable weather if the charter is to be conducted in exposed waters, i.e. Rottneest Island Charters.

In this case, the vessel's Master has complete authority to make decision of cancellation. Cancellation due to inclement or unsafe weather will be made at the Master's discretion and every attempt will be made to reschedule the charter to suit the client or offer an alternative Itinerary for the day. If West End Charters is unable to reschedule the charter at a time that is convenient for the client 50% of the total fees will be refunded.

Liability Conditions

West End Charters offer charters involving some physical activity and adventure itineraries, and is personal choice. This being the case, West End Charters expects each passenger to

Client Initials

understand any risks involved and is personally able to accept such risks as part of the charter offered.

Any person who enters the water from the vessel does so at their own risk. The inherent risks in swimming in harbour or other waters include the risk of drowning, attack by sea fauna, stings and lesions, cuts and scrapes (from sharp objects) and hypothermia. You must advise any person proposing to enter the water of these risks.

If we make available to you any recreational water craft (such as a kayak) or vehicles (such as a tender) you agree to use it only as directed and you acknowledge the risks involved in using it. Those risks include, in addition to the risks specified previously, muscular injury, propeller strike injury and injuries caused by collision with other vessels or caused by running aground the water craft or vehicle. You will compensate us for any damage caused to any water craft or vehicle we make available for your use. The availability of the water craft or vehicle will be at the discretion of the master.

West End Charters will undertake to deliver services at indicated times. However, does not accept any losses, costs or expenses suffered as a result of any delay in the delivery of services.

West End Charters does not accept any liability for breach of contract when such things as force majeure, war, industrial dispute, civil unrest or natural disaster, inclusive of weather conditions and passenger illness or injury that would prevent West End Charters from operating in some capacity.

Under no circumstances are passengers allowed onto the fly bridge area of any West End Charters vessel. This area is strictly out of bounds.

SAFETY

1. Safety procedures must be observed at all times. The Master's decision on the day is final in all matters relating to the vessel and the dories / tenders.
2. Instructions or advice given by the Master or deckhand on matters of safety must be observed by all on board and clients must at all times take all reasonable precautions for their own safety.
3. Any breakages, loss of equipment provided or damage caused on board as a result of clients misbehaviour, irresponsibility or carelessness will be charged to the client.
4. If any passenger found to be in possession of anything illegal; or engaging in behaviour causing danger to themselves or other persons or property on board, including consumption of alcohol to excess, then he or she will be put ashore at the first opportunity and the authorities notified as may be necessary. Any such passenger shall fully release, discharge

and indemnify the vessel owner / Master from any liabilities incidental costs or responsibility arising out of any breach of this condition.

5. All persons on the charter must wear appropriate footwear, being flat non-marking footwear. The master is authorised to direct any person to remove footwear that does not meet this requirement.

6. Neither the Master nor deckhand accepts any liability for any accident or injury incurred by any passenger on board the vessel engaged in fishing, angling, diving, sightseeing, photography, filming whilst in transit or similar activities, caused by actions of any other passengers on board howsoever occurring.

7. The laws of Western Australia shall govern any legal action or proceedings arising out of or connected with this contract.

SEA SICKNESS

It is recommended passengers use sea sickness tablets according to personal needs. West End Charters do not supply sea sickness tablets. In the event a passenger gets seasick, West End II cannot bring any passenger back to Jetty until the charter is completed. In extreme cases of passenger (or crew) illness or injury and where the decision is made by crew and management to cease operating the outing to ensure the person's well-being, West End Charters are not responsible or obliged to give cash refunds or offer an alternate outing.

Anyone can get motion sickness (sometimes called 'travel', 'car' or 'sea' sickness), but it affects some people more than others, especially women, and children aged between 3 and 12 years. About 30% of the general population get motion sickness when travelling by air, car, sea or train, with 5% experiencing severe symptoms.

Should you or your passengers choose to use sea sickness tablets follow the directions on the packet. Hyoscine hydrobromide (brands include Kwells and Travacalm HO) is the main medicine used for motion sickness and is available over the counter in Australia.

Our experience shows that alternative or natural sea sickness therapies usually don't work - for example ginger tablets or wrist pressure bands.

If you take a medicine, you will usually need to take it before your journey to prevent symptoms developing – say the night before, and when you get up before getting on the bait. Motion sickness delays digestion, so your body will not absorb a medicine as well if you take it when you already have symptoms. Taking them when you get on the boat or start to feel sick is usually too late.

DUTY OF CARE

Our vessel has full Public Liability Insurance. Prior to departure, every trip will start with a safety brief. A Passenger Log must also be completed prior to departure so we know how many and who is on board – including any relevant medical conditions.

During this safety brief, all clients will be requested to notify us of any pre-existing conditions or medication requirements. All pre-existing medical conditions or medication will be recorded in the vessel log book. Disclosure of a pre-existing condition or medication could result in the Captain/Master advising that weather conditions are not suitable for that passenger to participate in that particular trip. If this does occur, the passenger with the condition will not be permitted to undertake the trip. Non-disclosure of a pre-existing condition or medication is considered negligent and West End Charters takes no responsibility should an incident arise.

The Master of the trip has the right to insist that any passenger / s - at any time wear a life jacket.

SMOKING

Smoking is not permitted throughout the vessel and only a small area outside will be designated as available for passengers to smoke cigarettes where respect and care to the environment is essential. Appropriate waste buckets for butts are provided on board each charter vessel.

SUNCARE

West End Charters recommends customers/passengers apply sunscreen prior to arrival for day charter. We provide sunscreen on board for customers to use throughout the day at their own discretion. Please help yourself at any time to the sunscreen when on board.

We also strongly recommend wearing appropriate clothing and head wear to shield your skin from the sun as you are often out for extended periods at full exposure.

BEHAVIOUR & CONDUCT OF PASSENGERS

Our staff are not to be insulted, sworn at, abused or defamed. The Master reserves the right to cancel any trip or return to the nearest Port any individual without refund where staff are being harassed and/or abused.

It is a requirement that all Customers behave in a respectful manner whether that be prior to, during or after the charter, having full consideration for all other users of the jetty and its immediate vicinity. Obscenities and unruly behaviour will not be tolerated under any

circumstance and may result in your booking being cancelled and payment and / or bond being forfeited.

ALCOHOL POLICY

Responsible service and consumption of alcohol must take place at all times for both personal and vessel safety. The responsible service of alcohol is a key requirement of the *Liquor Control Act 1988*. It is against the law to sell or **supply** liquor to a person who is noticeably intoxicated. Sections 3A & 115(2) – Liquor Control Act 1988.

It is permissible for a reasonable amount of alcohol to be brought aboard for personal consumption – a reasonable amount is considered no more than 2 cans (375ml or less) per person per hour. The Master has the right to refuse to allow alcohol to be brought onto the vessel. This will only happen when the Master believes consumption of alcohol could result in unsafe behaviour whilst on-board the vessel.

Food is to be provided from the beginning of the charter if guests are drinking with enough bottled water to be provided for all guests during the cruise and upon departure from the vessel.

If a group; or members / individuals arrives for their charter clearly under the influence of alcohol and the Master is of the opinion that the group; or members / individuals are not in a suitable condition to take part in the charter, the trip will be cancelled and the full amount of charter will be forfeited.

The Master reserves the right to refuse boarding to *any* person he/she believes is intoxicated prior to the commencement of the trip. During a trip, should the consumption of alcohol result in unruly behaviour, the Master reserves the right to terminate the trip without refund.

The Master reserves the right to notify Police of the imminent return to the Water Police for Drunk & Disorderly customers. Any equipment lost due to negligence will be charged to the credit card supplied for security purposes.

West End Charters emphasise the risks of personal injury or loss of life, damage to or loss of property that can be sustained on boats. Alcohol consumption by a passenger does affect your ability to adapt to the conditions present at sea and stress the importance of minimal alcohol consumption levels.

West End Charters are alleviated from any liability caused from passengers not adhering to or conforming to stated recommendations and rules outlined by crew on board the vessel.

UNDER NO CIRCUMSTANCES ARE BOTTLES OF STRAIGHT SPIRITS TO BE BROUGHT ON BOARD FOR CONSUMPTION. SPIRITS OR MIXED DRINKS MAY

**ONLY BE CONSUMED IN PRE-MIXED / READY TO DRINK (RTD) CAN FORM.
ALCOHOL IS PREFERRED IN CANS.**

DAMAGE

Any damage done to vessel or its fixtures and fittings by the client and / or guests - the cost of repairs shall be charged to the hirer.

Any loss of equipment or accessories by the hirer and or his party shall be charged to the hirer.

Passengers accept ultimate responsibility for any damage to or loss of personal property, or any illness and injury. The vessels master has complete authority during the cruise.

DRUGS

Drugs in any form are not tolerated. Any attempt to consume or partake of any illegal substance will result in the trip being terminated and the local Police being advised before we return to the jetty. No refund will be given.

PRIVACY

All details obtained from clients i.e. telephone numbers, email address, postal address, facsimile number, credit card and bank account details, are for the express purpose of the operations of West End Charters. These details are never sold, distributed or released to any other parties or bodies. In the instance of dishonoured cheques or unauthorised credit cards these details WILL be forwarded to legal or recovery professionals.

