



# Cruise Agreement

## Terms and conditions

### Payment Policy

- Generally a deposit of 50% of the full charter cost is required to confirm a booking. Payment plans are also available, please give us a call to discuss.
- The final balance and bond are due 14 days prior to departure and the vessel will not be launched until full payment has been made. All reservations are subject to cancellation if payments are not received by the due date.
- Bookings made within 14 days of the chartered cruise will be required to be paid in full along with the bond.
- Your cruise begins at the time agreed upon booking, if you are late, your cruise will still finish at the agreed finish time. We recommend you ask all guests to arrive 15 minutes early.
- Quotations are valid for 14 days only, after which they may be subject to price changes.

### Bond

A security bond of \$250 as specified in the quotation is required. The security bond may be applied by the operator to cover additional costs including but not limited to damage to the vessel, equipment and fittings, additional services, excessive cleaning charges and any other costs attributable to the chartered cruise. The security bond or the balance thereof will be refunded 7 days after the cruise. In the event the damage exceeds the initial amount of the bond we will deduct the balance from your credit card provided at the bottom of this form.

### Methods of payment

We accept bank transfer (EFT), card payments & cash. A non-refundable 1.7% surcharge applies to all payments made via credit or debit card. This fee reflects the actual processing cost charged by our payment provider.

### Public Holiday Surcharge

A 20% surcharge applies for Public Holidays.

### Cancellations

Due to limited availability once your booking has been confirmed and should a cancellation occur the following charges will apply plus an administration fee of \$50:

- Within 60 days of the charter date 30% of the full charter costs
- Within 30 days of the charter date 50% of the full charter costs
- Within 14 days of the charter date 100% of the full charter costs

## **Date changes**

We understand plans sometimes change so if it is 30 days or greater before your charter, we are happy to move the date for you without any fees. However, if it is within 30 days of your charter and we have limited time to replace your booking with another charter, we will charge 25% of the cruise cost as a date change fee.

## **Cancelled or postponed chartered cruise by the operator**

Canberra Cruises and Parties reserves the right to withdraw and/or cancel a chartered cruise or to make changes in the itinerary, or if in the judgment of the Master the conditions warrant it. If the chartered cruise is cancelled by Canberra Cruises and Parties, an alternative date for the cruise, a voucher or a refund will be arranged.

## **Passenger information**

- The maximum amount of guests on the vessel is restricted depending on the type of event.
- Please note due to safety and stability of the vessel the maximum number of guests on the upstairs deck is restricted depending on the cruise. No jumping up and down is allowed.
- Jumping overboard is not allowed and will incur a fine.
- All guests must keep their footwear on at all times.
- Nudity will not be tolerated.
- Only one person is permitted in the toilet at a time.
- Smoking is only permitted on the upstairs deck.
- At no time are passengers allowed to touch the equipment or controls on the vessel and if you breach these rules you may be prosecuted under maritime law.

## **Hours of operation**

Depending on our crew's availability we operate between 10am and 10pm seven days a week. Please note, due to our contract with ACT Property Group all cruises must finish by 10pm.

## **Food and Drinks**

Canberra Cruises and Parties does not provide any food, drinks, ice, glassware, plates, utensils etc unless you have booked a package. Guests will need to bring their own. We have ice bins and rubbish bins on board the vessel. You can purchase ice, beverage packages and catering from us. Alcohol sold by us is not permitted to be taken off the boat.

Our crew can cook your food on the BBQ for an additional charge.

## **Alcohol**

- All alcohol is BYO in moderation and at our discretion you may be asked to take some back to your car and not on the vessel.
- Spirits can only be premixed in unopened cans or bottles from a liquor store. Homemade mixes will not be allowed on the vessel, beer, wine, champagne etc. are ok.
- Any person who arrives intoxicated or showing signs of substance abuse will not be permitted on the vessel.
- Yard glasses, funnels and shot glasses are not allowed to be brought on board the vessel.
- For cruises with alcohol brought on board, all passengers must be 18 years or older or must be accompanied by a parent or legal guardian. The crew may ask for you to produce ID and in the event you cannot produce satisfactory ID, you will not be allowed to consume alcohol.
- All passengers must comply with appropriate laws relating to the supply and consumption of alcohol as prescribed Liquor Act 2010.

**Canberra Cruises and Parties**

Ph 0406 521 646 or email [admin@canberrapartyboat.com.au](mailto:admin@canberrapartyboat.com.au)

Follow us on Facebook and Instagram or find us at [www.canberrapartyboat.com.au](http://www.canberrapartyboat.com.au)

ABN: 96 977 898 649

## **Minors/children**

All minors under the age of 18, must be accompanied by a parent or legal guardian.

## **Passenger behaviour**

While we want you to have a great time on board the vessel, we also need to make sure that you are aware of the appropriate regulations and the need for additional care as we will be on a boat. For your safety and our safety we have security cameras installed on each level of the vessel.

Canberra Cruises and Parties have a zero-tolerance policy to any verbal, aggressive and violent abuse and behaviour towards our staff or guests.

### **Part 1**

It is expected that all passengers and crew will:

- Behave in accordance with the 1976 Lake ordinance.
- Not act in a way so as to endanger either the crew, the vessel or fellow passengers
- Follow instructions relating to the safety and welfare of the crew, the vessel and fellow passengers.
- Be respectful of all equipment, facilities, crew and passengers on board.
- Not jump overboard.
- Not smoke or take illegal drugs.
- Not throw anything overboard.

### **Part 2**

Depending on severity, failure to comply with part 1 may result in

- Closure of some areas of the vessel.
- Putting passengers displaying inappropriate or unacceptable behavior as determined by the crew ashore at the nearest available jetty.
- Cease the consumption of alcohol.
- Early termination of the cruise with no refund.
- Calling for the assistance of the water police or land police.

### **Part 3**

A bond must be paid prior to departure of the vessel.

Part or all of the bond may be forfeited if:

- Passengers behave in a manner that causes risk to fellow passengers, the crew or the vessel as determined by the crew.
- Equipment or facilities on the vessel are damaged needing repair or replacement.
- A passenger soils the vessel with food, drink or bodily fluids.
- Safety equipment is inappropriately used.

## **Security Guards**

If you are booking a cruise considered to be of mid to high risk, such as 18<sup>th</sup> or 21<sup>st</sup> birthday parties or cruises where adult (25 +) supervision is limited, for the safety of your guests and our crew, we reserve the right to ask you to employ security which will be organised by Canberra Cruises and Parties.

The rate is \$240 for one guard (minimum 3 hour charge)

*Please note these prices may be subject to change.*

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## **Risk warning**

There are inherent risks and dangers on board any vessel. All passengers participate in the chartered cruise entirely at their own risk.

## **Marketing**

By providing your email address to us, you expressly consent to receiving marketing communications from us via email. Marketing communications may include promotional offers, newsletters, updates, announcements, surveys, and other relevant information about our services or events. You have the right to opt-out of receiving marketing communications from us at any time. Even if you choose to opt-out of marketing communications, we may still send you transactional or administrative emails, such as order confirmations or important service announcements.

## **Liabilities & Injuries**

### **Passenger Acknowledgement and Release of Liability**

By booking and/or boarding a Canberra Cruises and Parties vessel, passengers acknowledge and agree to the following terms:

#### **Inherent Risks**

Passengers understand and accept that recreational boating carries inherent risks, including but not limited to slips, trips, falls, and unpredictable vessel movement caused by wind, waves, or other environmental factors.

#### **Release of Liability**

To the maximum extent permitted by law, Canberra Cruises and Parties, its owners, and employees are released from any liability for loss, damage, injury, or death arising from or in connection with participation in the cruise, except to the extent such loss is directly caused by proven negligence of Canberra Cruises and Parties.

#### **Passenger Responsibility**

Passengers are responsible for taking reasonable care of their own safety, including following all crew instructions, using provided safety equipment, and wearing sensible/flat footwear. Failure to follow safety instructions or reasonable precautions may increase risks, for which Canberra Cruises and Parties accepts no liability.

#### **Consumer Law**

Nothing in this waiver excludes, restricts, or modifies any rights that cannot lawfully be excluded under the Australian Consumer Law.