

PARTY LEADER'S DECLARATION:

I certify on behalf of all people included on this booking form, by whom I am authorised to make this booking, that we have read the Booking Conditions attached and agree that our booking is made subject to these conditions.

Party Leader's Signature: _____

Date: _____



Booking Conditions

These Booking Conditions apply to any booking that you make with Trinity Marine (QLD) Pty. Ltd. ABN 20 602 136 845, trading as SunSail Whitsundays (which is referred to in these Booking Conditions as "us", "we" or "our") and should therefore be read carefully. They contain some exclusions and limitations of liability. If any part of these Booking Conditions is found to be invalid or unenforceable, then the remainder of these Booking Conditions will not be affected and will remain valid and enforceable.

Insurance:

Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance by the date of departure.

Please refer to our website at www.sunsailwhitsundays.com.au for the latest booking terms and conditions

1. YOUR CONTRACT

Your contract is with SunSail Whitsundays

PO BOX 357, Airlie Beach, Queensland, Australia 4802

A contract exists as soon as you pay the booking deposit and by making that payment you will be deemed to have accepted our quotation and agree to be bound by our booking conditions. When confirming your booking, the person signing the booking confirmation form (the "Party Leader") must have and is taken by us to have the authority to do so on behalf of all the other people covered by the booking. Where "you" or "your" is used, this is the Party Leader and all people covered by the booking. By signing the form it means all people covered by the booking have read and accepted these Booking Conditions. The Party Leader will be responsible for the full cost of the holiday, including any insurance premiums and cancellation or amendment charges and will also be responsible for any amounts for which you may be liable in relation to the holiday. This contract is made on the terms of these Booking Conditions which are governed by Queensland Law and we both agree to submit to the jurisdiction of the Queensland Courts at all times.

2. YOUR HOLIDAY PRICE

The holiday price quoted is in Australian Dollars. Where prices are indicated in printed material, they are accurate at the date of publication but could have since changed. Prices in printed material supersede all prices in other material printed at an earlier stage. Once you have made your booking and paid the relevant deposit, the cost of your holiday will not normally be subject to any change. However, we reserve the right to increase/surcharge or decrease prices, due to variations in service charges, security/insurance levies or fluctuations in exchange rates used to calculate the cost of your holiday. The balance of the price of your holiday must be paid at least 10 weeks before your departure date or if it is booked less than 10 weeks before the departure date, upon making the booking. If the balance is not paid in time, we may cancel your arrangements and retain your deposit. If you book through a travel agent, all contact with you will be via them. Money which you pay to the travel agent will be held by them on our behalf. In addition, if payment is late, clients paying their holiday balance by credit card will be charged an additional 1% surcharge per month on the balance overdue.

Please be advised that if you return the charter vessel after the specified time on your last day of charter you will be charged a late return fee for each hour after the specified disembarkation time as stipulated on your booking confirmation.

3. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing and signed by the Party Leader or your travel agent. You will be asked to pay any further cost we incur in making this alteration.

We will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 70 days before departure

Should you wish to change any crew members within 70 days of departure, a change fee of \$85 AUD will be applied per change.

Should you wish to amend your Yacht Charter to an alternative date, outside of 70 days before the departure date, you will not be charged an administration

change fee, but you will be charged the difference in the cost of the charter. Should you wish to change your Yacht Charter within 70 days of departure, an administration fee of \$100 AUD will be applied in addition to any difference in the cost of the holiday. For the avoidance of doubt, if the charter you change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund will be given. Please note that a maximum of 2 date amendments are allowed to be made to your original booking. For any changes made within 7 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

In addition to the above, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit may also be payable. For the avoidance of doubt, the Company will not be responsible for any parts of your holiday booked independently by you.

When the price per person is dependent on the number of people on the yacht and the number of people changes, the price will be re-costed based on the new party size.

4. IF YOU CANCEL OR AMEND YOUR HOLIDAY

If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking or (ii) wish to change to another arrangement or change the commencement date, we will try to make the changes subject to availability, provided that notification is received in writing from the lead name and you pay the appropriate administration fee as set out below. Where the booking confirmed is a Yacht Charter only (i.e. it does not include any other services or purchases from us) which is fully provided for by the Company, we will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 40 days before departure

Should you wish to change any crew members within 40 days of departure, a change fee of \$85 AUD will be applied per change.

Should you wish to amend your Yacht Charter holiday to an alternative date, outside of 70 days before the departure date, you will not be charged an administration change fee, but you will be charged the difference in the cost of the charter. Should you wish to change the your holiday within 70 days of departure, an administration fee of \$100 AUD will be applied in addition to any difference in the cost of the charter. For the avoidance of doubt, if the charter you change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund will be given. Please note that a maximum of 2 date amendments are allowed to be made to your original booking. For any changes made within 7 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

For absolute clarity and the avoidance of doubt should you have purchased anything other than a Yacht Charter then the above provisions do not apply to any item which we, the Company, are not directly supplying.

In addition to the above, any alteration, whether a change to an existing booking or a change to another commencement date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the services to which you change is more expensive than the one you originally booked, a further deposit will also be payable. For the avoidance of doubt, we will not be responsible for any parts of your holiday booked independently by you.

Where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you must notify us in writing at least 70 days before departure and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your booking ("transferee"); and
- c) the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and
- d) the transferee confirms that they have their own travel insurance in place, as any policy purchased through us cannot be transferred, and the premium cannot be refunded; and

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be re-costed based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new confirmation invoice will be issued as appropriate on which the cancellation charge will be shown.

You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked commencement we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

Period before start of charter when written notice of cancellation is received	Cancellation charge as a % of total cost (excluding any insurance premiums and any amendment fees already paid to us)
More than 69 days	Loss of deposit
56-69 days (inclusive)	30% of total cost
36-55 days (inclusive)	50% of total cost
22-35 days (inclusive)	70% of total cost
11-21 days (inclusive)	90% of total cost
0-10 days (inclusive)	100% of total cost

5. IF WE CHANGE OR CANCEL YOUR HOLIDAY

The arrangements for holidays as advertised in our brochures are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements.

We will not cancel your arrangements less than 14 days before your departure date, except for reasons of "Force Majeure" or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements and have had to cancel them before the holiday is due to start, you can either:

- Accept our offer of a replacement holiday of equivalent or higher quality (subject to availability).
- Accept our offer of a replacement holiday of lower quality (subject to availability) and we will refund the difference in cost.
- Accept a credit towards a future Sunsail holiday.

No compensation will be paid nor a replacement holiday offered where the change or cancellation is due to "Force Majeure"

"Force Majeure" means unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse conditions.

6. HOLIDAY TERMINATION AND INDEMNITY

You must accept responsibility for the proper conduct of yourself and any members of your party. We reserve the right in our absolute discretion to terminate without further notice the charter arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person or whose behavior or competence in our opinion is

likely to cause distress, damage, danger or annoyance to their crew, other customers, staff, any third party, any person or to property. Upon such termination our responsibility for your charter ceases and we shall not be liable for any extra costs incurred by you.

7. IF YOU HAVE A COMPLAINT

If you have a problem during your charter, please inform a relevant member of our staff immediately, who will endeavor to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at our address in paragraph 1 or email sales@sunsailwhitsundays.com.au, giving your booking reference and all other relevant information. It is strongly suggested that you communicate any problem to our base staff without delay and complete a report whilst at the base as we want every opportunity to put things right for you. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract.

It is unlikely that you will have a complaint that cannot be settled amicably between us. However disputes to do with this contract which cannot be settled amicably, may (if you wish) be referred to an independent Arbitrator agreed to by both parties.

8. OUR LIABILITY TO YOU

Other than as set out in these Booking Conditions or as implied by law, we are not liable for any loss or damage suffered or incurred by any person in relation to the holiday arrangements. In addition, we are not responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements.

9. EQUIPMENT AND YACHT INSURANCE COVER

Our insurance policy provides comprehensive and adequate cover for the equipment and yachts for your skipper and crew. The Company cannot be held responsible for any loss which you may suffer as a result of the insurers refusing cover, including without limitation, which is as a result of you providing incorrect information, such as previous sailing experience, when requested, or due to your negligence, deliberate default or willful misconduct. Should damage or loss to yachts and equipment be caused as a result of not obeying the Company's instructions, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge.

The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Company on request.

Yacht Damage Waiver and Security Deposits

Please note that for all sailing holidays featured, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either pay a Security Deposit at the base or purchase Yacht Damage Waiver as further detailed below.

If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the Security Deposit or purchase of Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel.

During the booking process you will be provided with the option of either purchasing Yacht Damage Waiver or paying a Security Deposit. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

Option 1: Yacht Damage Waiver

If you choose to purchase the Yacht Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between \$900 and \$5,250, depending on the size of your boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between \$3,650 & \$5,250, depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

YDW Daily Fee's and Security Deposits for Sail Boats (Monohulls & Catamarans)

AUD \$				
Option 1	Type	Size	Nightly Rate	Security Deposit
Pay a daily fee in advance and reduce your security deposit at the base	Monohull	Up to 40ft	\$50	\$900
	Monohull	41 - 52ft	\$53	\$1,350
	Catamaran	Up to 40ft	\$59	\$900
	Catamaran	41 - 52ft	\$64	\$1,350
Option 2	Type	Size	No Nightly rate	
Pay no daily fee but pay a higher security deposit at the base	Monohull & Catamarans	Up to 40ft		\$3,650
	Monohull & Catamarans	41 - 52ft		\$5,250

Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.

The damage deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements. You can not apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements. You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.

On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you, our base staff shall, where applicable, refund the relevant damage deposit paid by you (please note that Yacht Damage Waiver monies will not be refunded) to you as soon as reasonably possible.

In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the security deposit left at the base.. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your gross negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the damage deposit paid by you to repair any damage caused to the yacht or its contents during the period of your arrangements, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.

Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your gross negligence or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages incurred by us over and above the sum of the damage deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements is less than the relevant damage deposit/Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant Security Deposit paid by you until the matter is resolved. **Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the damage deposit we reserve the right to pursue a claim against you for the full extent of our loss.**

For the avoidance of doubt, where we make any refund to you of the relevant damage deposit paid by you, any Yacht Damage Waiver fees also paid by you will not be refunded.

Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional Damage Deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior consent from us. Please call the sales team for more details of the individual Regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

10. SAFETY

The Party Leader is responsible for assuring that he/she and the crew are competent to undertake the planned itinerary. The Party Leader must take note of safety information contained in any written material or delivered in the yacht and chart briefings and is responsible for briefing the crew on this, the yacht and its systems.

As with other activity based holidays, watersports activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. The Party Leader is responsible for checking the inventory and yacht systems before the yacht makes passage. The Party Leader has primary responsibility for the safety and acts or omissions of the crew and craft at all times. Yachts may not be sailed single-handed and the second crew member should be fit and have at least a basic knowledge of yachts. The Party Leader has primary responsibility for the safety of the crew and craft at all times. Neither night sailing nor partaking in any third party race is permitted without our prior written approval.

In the interests of the safe conduct of your charter, we and our staff may order a change to your itinerary, decide whether or not conditions are safe to use a craft or make a passage and whether this should be under power or sail. We will not be liable in any way if these changes are made. You must follow the instructions of our staff at all times.

11. WHAT IF MY YACHT IS NOT AVAILABLE?

Should your yacht not be available when you arrive through no fault of us (e.g. having been damaged by a previous client) we may substitute another yacht if necessary of a different type whilst remaining as close to the originally booked specifications as possible. If a yacht is not available then accommodation will be provided for you free of charge in a hotel of our choice while repairs are carried out or an alternative yacht is provided. Should this happen you will be reimbursed under the Sunsail Guarantee. This paragraph 11 does not apply if the cause is a "Force Majeure" event (see paragraph 5).

12. SUNSAIL 4 HOUR GUARANTEE

Should a breakdown occur during a charter, Sunsail commits to completing repairs within four (4) hours of notification of our nearest base, or Sunsail guarantees a credit towards a future Sunsail product, based on the daily charter fee. This guarantee covers all equipment considered essential to the operation of the yacht, including engine, transmission, windlass, sails etc. Guarantee does not cover any equipment (mobile phones, VHF, refrigeration etc.) that does not inhibit yacht operation. Vessels outside the designated Sunsail sailing area are not covered by this guarantee, and a waiver will need to be signed before charter commences. Guarantee only covers the defined sailing hours (between 0800hrs and 1600hrs). The 4 hr period begins when direct contact is made by the charterer and the Sunsail base, and you must contact the base at the time of the problem/issue. The Sunsail Base Manager and the party leader must agree on the time lost and complete a guarantee form prior to departure from the marina.

13. DATA PROTECTION

Sunsail will use your information to advise you of relevant holiday change information. Rest assured we will not give out your details to third parties without your prior consent. You may request access to your information and request that your details be corrected at any time. If you would like access to your information or would like to be added or removed from our mailing list, please email sales@sunsailwhitsundays.com.au

14. ESSENTIAL INFORMATION

Please note you are not permitted to sail/cruise on your yacht outside of the defined sailing hours (between 0800hrs and 1600hrs) There must always be a minimum of one person onboard the yacht at all times but you should not sail a yacht alone. You must be in possession of the appropriate sailing qualification and licence to charter a vessel in our destinations. These documents will be requested prior to departure and must also be available for inspection by our base team in destination. Pets (and all other animals) are strictly prohibited from our yachts.