

International Booking Conditions



These Booking Conditions apply to any booking that you make with SunSail Australia Pty Ltd ACN 061 758 218 (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.

1. YOUR CONTRACT

Your contract is with SunSail (Australia) Pty Ltd, Front Street, Hamilton Island, Queensland, Australia 4803

When making your booking, the person signing the booking 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 charter, 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 charter. 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 invoice and agree to be bound by our booking conditions. This contract is made on the terms of these Booking Conditions which are governed by New South Wales Law and we both agree to submit to the jurisdiction of the New South Wales Courts at all times.

2. YOUR CHARTER PRICE

The prices in the Worldwide Sailing Holiday 07-08 brochure are in Australian Dollars. Prices are accurate at the date of publication of the brochure, but could have since changed. Prices in the brochure supersede all other prices in other material printed at an earlier stage.

Once you have made your booking and paid a deposit of \$500 per charter, the cost of your charter 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 charter. The balance of the price of your charter 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 charter balance by credit card will be charged an additional 1% surcharge per month on the balance overdue.

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 signed by the Party Leader or your travel agent. You will be asked to pay an administration charge of \$20 plus any further cost we incur in making this alteration. Please check whether your holiday insurance will cover any changes or increased costs resulting from a change. Should you request a major alteration within 10 weeks of departure date (such as a change of date or area) then this will be treated as a cancellation and re-booking.

Certain arrangements cannot be changed after a reservation has been made and any alteration will incur a 100% cancellation charge. Changes from a brochured charter booking to late availability or other special offers will not be permitted. Requests for changes to your booking should be sent to our Reservations Department or to your travel agent, if you booked with them.

4. IF YOU CANCEL YOUR CHARTER

You or any member of your party may cancel your arrangements at any time. Written notification of cancellation from the Party Leader or your travel agent on your behalf must be received at our offices on Hamilton Island referred to in paragraph 1. Cancellation will be effective on the date it is received by SunSail together with any travel documents already issued to you. Cancellation charges are payable as follows:

Period before departure within which notice of cancellation or major change is received by us	Amount of charge
More than 70 days	Deposit only
70-43 days	40% of total charter cost
42-15 days	60% of total charter cost
14 days and under	100% of total charter cost

Note: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges.

5. IF WE CHANGE OR CANCEL YOUR CHARTER

The arrangements for charters in Worldwide Sailing Holiday 07-08 brochure 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 15 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 charter is due to start, you can either:

- Accept our offer of a replacement charter of equivalent or higher quality (subject to availability).
- Accept our offer of a replacement charter of lower quality (subject to availability) and we will refund the difference in cost.
- Accept a full refund of the money you have paid.

No compensation will be paid nor a replacement charter 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. CHARTER 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 behaviour 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 endeavour 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 our Company Director at our address in paragraph 1, 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. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the charter 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. This will be done to ensure an outcome can be achieved with a minimum cost to 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 charter arrangements. To the extent that we are liable and we can limit our liability, our liability is limited to:

- (a) in the case of goods, any one or more of the following:
- (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired;

OR

- (b) in the case of services:
- (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

9. EQUIPMENT AND YACHT INSURANCE COVER

Our equipment and yachts are comprehensively insured. Our policy provides full cover for the equipment and yachts and no less than \$10,000,000 third party cover for your skipper and crew. However you may like to take out one- off public charter' liability. We are not responsible for any loss which you may suffer as a result of the insurers failing to indemnify any risk through your providing incorrect information on the booking form. You may choose to take out charterer's liability cover for the period of your charter.

A damage waiver payment must be paid at the time of your final balance to which should cover minor accidental damage to the charter yachts. The amount is determined by the size of yacht. A blank credit card imprint is also taken on arrival to our base. This is to cover against any loss of equipment or for any additional services or goods you may require during your charter.

However, should damage or loss be caused as a result of wilful damage by a client, a client under the influence of alcohol or drugs or as a result of not obeying our staff 's instructions, then he or she will be liable for the full amount of repair or replacement. Adults will at all times be responsible for minors in their charge.

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.

- 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.
- 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 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 Sunsail (e.g. having been damaged by a previous client) Sunsail may substitute another yacht if necessary of a different type but of similar or larger dimensions and facilities. 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. BROCHURE ACCURACY

The Worldwide Sailing Holiday 07-08 brochure is prepared from information gathered prior to publication. Every care is taken to ensure that this information is still correct at the time of going to press (December 2007) but it has to be remembered that facilities may be withdrawn from us and charter particulars altered as a result. These circumstances are regrettably beyond our control and we are unable to accept liability if they occur.

Our sales staff are instructed to advise enquirers of amendments to the Worldwide Sailing Holiday 07-08 brochure which we regard as significant. We may make any modifications we feel appropriate to the routes, yachts and the equipment provided at any time, without prior notice.

Our sales staff are often asked for information not contained in the Worldwide Sailing Holiday 07-08 brochure. Whilst every effort is made to ensure that all information given is correct, we cannot be held responsible if this should prove inaccurate, unless information is requested from us and answered by us, in writing.

13. DATA PROTECTION

Sunsail will use your information to advise you of relevant special offers, product and charter change information. We will also try to negotiate discounts and offers for you on appropriate third party products. Rest assured we will not give these third parties access to your information without your prior consent, but will only allow them to communicate with you through us with your permission. Please be aware that by signing the booking form you are consenting to the use of your information as described above. 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 removed from the mailing list at a later date, please send a letter to: Sunsail Database, PO Box 65, Hamilton Island, QLD, Australia 4803

Declaration: I have read and understood these Booking Conditions and agree that our booking is made subject to these Booking Conditions.

Signature: _____

Date: _____