

SAILING EXPERIENCE

This section is compulsory and may lead to cancellation of booking if not completed in full. Please also include any details of formal qualifications held.

SKIPPER

Number of days sailed in the past two years _____

Areas sailed in the last two years _____

Skipper's estimated miles _____

Types and size of yachts sailed as skipper in the last two years _____

The main skipper has experience in:

Tidal areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Anchoring	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Berthing	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Navigation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

FIRST MATE

Number of days sailed in the past two years _____

Areas sailed in the last two years _____

First Mate's estimated miles _____

Types and size of yachts sailed as First Mate in the last two years _____

The First Mate has experience in:

Tidal areas	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Anchoring	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Berthing	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Navigation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Sunsail requires a minimum of five days sailing experience (three days for First Mate), not including power boats, on a similar sized vessel prior to charter. If we deem your previous sailing experience to be inadequate/unsuitable for the purposes of your proposed holiday, we reserve the right to cancel your arrangements.

TO ASSIST WITH OUR MARKETING WE WOULD GREATLY APPRECIATE YOUR FEEDBACK ON THE FOLLOWING:**HAVE YOU PREVIOUSLY BEEN ON A HOLIDAY WITH:**

Sunsail Bareboat/Flotilla Yes No Please state where and when _____

Sunsail Clubs Yes No Please state where and when _____

Other Sailing company/Watersports Clubs Yes No Please state company and destination _____

HOW DID YOU HEAR OF SUNSAIL?

Previous holiday Recommendation Boat show E-newsletter

Yachting Magazine Website Other _____

Please state which publication or show _____

ARE YOU A MEMBER OF A YACHT CLUB? Yes No If so, which one? _____

PAYMENT DETAILS

Cheque Please make payable to: Sunsail Australia Pty Ltd.

Credit Card Visa / Mastercard / Amex (Please circle one).

Please complete even if details have already been given when booking.

Please note: Visa and Mastercard payments will incur a 2% surcharge. American Express will incur a 3% surcharge.

Card Holders Name: _____ Card Number: _____

Signature of card holder: _____ Expiry Date: _____

Direct Debit Bank: National Australia Bank

Account Name: Sunsail Australia Branch: Hamilton Island BSB: 084-704 Account No.: 64-149-1559

Charter Balance Please take the balance of my holiday cost and any extras requested by me from my credit card when it becomes due, 10 weeks before departure.

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: _____

In case of emergency while my crew and I charter, please notify:

Name: _____ Address _____ Phone: _____

Booking Conditions 2009



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.

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. 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. 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. Changes from a brochured 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 HOLIDAY

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.

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

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 full refund of the money you have paid.

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 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 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.

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 US\$10,000,000 third party cover for your skipper and crew. We are not responsible for any loss you may suffer as a result of the insurers failing to indemnify any risk through your providing incorrect information on the booking confirmation form.

For yacht charter holidays, the yacht damage waiver (Option 1 or 2 below) or the risk assumption (Option 3 below) must be selected.

Price per day					
	Up to & incl 35ft	36-44ft	45+ft & catamarans	Excess	Max Loss
Option 1	\$50	\$54	\$58	\$830	\$830
Option 2	\$33	\$38	\$41	\$4,000	\$4,000
Option 3	-	-	-	\$5,000	Total cost of repair

Yacht Damage Waiver (Option 1 or 2)

With the payment of a daily rate, you can limit your financial responsibility in a case where the yacht or its equipment sustains some type of loss or damage. The daily rate is determined by the size of the yacht and the excess that you select. The daily rate is paid at the time your final balance is paid. The excess will be covered when we obtain a blank credit card imprint upon your arrival at the base. If a loss or damage occurs at a value lower than your applicable excess, then only the amount of such loss or damage will be charged to your card. If the loss or damage incurred exceeds your applicable excess, then your credit card will be charged in the amount of the applicable excess. If no loss or damage occurs, your card will not be charged. However, the yacht damage waiver does not cover acts of gross negligence, such as loss or damage sustained whilst sailing outside the defined sailing area or hours, sailing under the influence of alcohol or drugs, running aground, or taking the yacht single-handed as stated in the Sunsail Booking Conditions. Where the yacht damage waiver does not provide coverage, you will become financially responsible for the entire loss or damage.

Risk Assumption (Option 3)

There is not a daily rate for this option. The \$5,000 will be covered when we obtain a blank credit card imprint upon your arrival at the base. If a loss or damage occurs at a value lower than the \$5,000 excess, then only the amount of such loss or damage will be charged to your card. If the loss or damage incurred exceeds the \$5,000 excess, then your credit card will be charged in the amount of the loss or damage, which could possibly be the full value of the yacht. If no loss or damage occurs, your card will not be charged. By signing below you acknowledge your understanding and acceptance of the yacht damage waiver and risk assumption.

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 Sunsail (e.g. having been damaged by a previous client) Sunsail 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. BROCHURE ACCURACY

The Worldwide Sailing Holiday 09-10 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 2008) but it has to be remembered that facilities may be withdrawn from us and holiday 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 09-10 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 09-10 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 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 send a letter to:

Sunsail Database, PO Box 65, Hamilton Island, QLD 4803, Australia.