



CONDITIONS OF CHARTER HIRE

All Mandurah Boat Charters customers release the business and any of its holding companies, subsidiaries, employees, affiliates or agents for any claim incurred, including but not limited to a claim for illness, injury, damage, loss of property or death resulting from activities conducted by Mandurah Boat Charters.

Those activities include but are not limited to, access to jetties, wharves or access areas, embarking and disembarking of vessel, whilst on vessel, in water activities, affiliates or venues.

It is the sole responsibility of passengers to ensure their own safety, behaviour and conduct whilst utilising our services or others involved with any charter. This includes following all directions given by staff.

1. YOUR CONTRACT AND HOW TO BOOK

1.1 To make a booking you can contact us in several ways; directly at our offices in Mandurah, over the telephone or via our website at www.mandurahboatcharters.com.au.

1.2 The person making the booking (the 'Lead Name') must be 21 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

1.3 Whether you book alone or as a group, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of the hirer and any other persons aboard the boat during the hire period.

1.4 Payment for your hire can be made by credit/debit card, bank transfer or cash.

1.5 We cannot accept payment by cheque, American Express (Amex) or Diners Club.

1.6 Once a booking has been confirmed, offers and discounts cannot be applied retrospectively.

2. YOUR CHARTER PRICE

2.1 All prices shown online or in any printed marketing materials are accurate on the date published and we reserve the right to increase or decrease our prices without notice. Current and accurate pricing can be obtained from our website or from our team in the office.

2.2 In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it.

2.3 Promotion and loyalty offers may be combined at our discretion and may be withdrawn at any time.

2.4 All quotations are provisional until confirmed in writing on your confirmation invoice.

2.5 Before you make a booking, we will give you the up-to-date price for your chosen charter vessel and dates.

3. YOUR CHARTER

3.1 The stated passenger limit of the vessel you have chartered is the maximum allowed (including all children). This is a legal passenger limit and must be adhered to at all times. If you miscalculate the number of passengers, we will not offer a refund or reschedule at the last minute, you will only be able to board the maximum number of passengers allowable for the vessel you have chartered.

3.2 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the charter.



3.3 If you cancel your charter with more than four (4) weeks' notice a full refund will be given. If the charter is cancelled with less than four weeks' notice a refund will be given less an administration fee of \$100.

3.4 In the interest of the health and comfort of all clients as well as our staff, we request that you do not smoke whilst aboard any of Mandurah Boat Charters' vessels.

3.5 Mandurah Boat Charters reserves the right to suspend a charter, refuse or remove access to its vessel to any passenger or group at any time, who or by way of deliberate act, is deemed to or behaves in a manner that risks the safety or comfort of the vessel, passengers, themselves, staff, members of the public and public areas or facilities.

3.6 Behaviour likely to create a situation where a charter is refused or terminated includes, but is not restricted to;

- Abusive or threatening behaviour.
- Acts of violence.
- Derogatory or foul language.
- Discrimination, ethnic or racial vilification.
- Sexual harassment both verbal and physical.
- Intoxication, the use of illicit drugs or the misuse of prescription drugs.
- Damage to property.
- Failure to follow crew directions.

3.7 Where a charter is refused or terminated due to unacceptable passenger behaviour Mandurah Boat Charters reserves the right to involve the appropriate authorities as required and, where appropriate, to take proceedings to recover costs incurred.

3.8 When a charter is refused or terminated strictly no refunds will be offered, or financial assistance given to any passenger on that charter.

3.9 When a charter is refused or terminated Mandurah Boat Charters shall not be responsible for return passenger transportation - this includes, but is not limited to, costs incurred by the passenger for travel from any location where a passenger is disembarked which will be the nearest and accessible jetty or other means of disembarking.

3.10 Any passenger or group aboard a charter which is either refused or terminated may be banned from making a charter booking with the company at any time in the future.

4. ARRIVING FOR YOUR CHARTER

4.1 We request that passengers please arrive at our office **at least** 15 minutes prior to your scheduled charter time. If you arrive after this time, we reserve the right to shorten your hire time. We will not offer a refund or reschedule your hire if you do not turn up for your hire.

4.2 It is the passenger's responsibility to ensure they are on time so that we can safely board passengers and conduct a safety briefing prior to the scheduled departure time.

4.3 The person who booked the charter (the 'Lead Name') may request that the start of the charter be delayed to accommodate the arrival of late passengers. The delay incurred whilst waiting for late passengers will not be added to the end time of the booked charter.

5. CANCELLATIONS AND NO-SHOWS

5.1 Charter cancellations must be made by telephone by calling us on 9535 5399 and confirmed in writing by email to info@mandurahboatcharters.com.au.

5.2 No refunds will be made for No-Shows and they will be charged at the full price.



5.3 The hirer may request a cancellation of the booking by giving notice to Mandurah Boat Charters not less than 5 days prior to the booking date. Failure to provide such notice will result in the hirer forfeiting the cost of the booking even if the cancellation is accepted.

5.4 At Mandurah Boat Charters' sole discretion the Hirer may request a rescheduling of the charter by giving written notice to the Business not less than 5 days prior to the original charter booking date. The booking will then be transferred to another date within a 3-month-period.

6. CANCELLATION OF A CHARTER BY MANDURAH BOAT CHARTERS

6.1 The comfort and safety of our passengers, crew and vessels is of paramount importance.

Mandurah Boat Charters reserves the right to cancel, reschedule, modify or abandon part of, or the whole of, your charter at any time as a result of, but not limited to;

- Inclement weather.
- Circumstances relating to the safety and wellbeing of passengers, crew and/or the vessel.
- Prevailing operational conditions.
- Mechanical failure.
- Circumstances beyond our control.

6.2 Mandurah Boat Charters shall not be liable for any loss or incurred costs whatsoever to passengers by reason of any such cancellation, rescheduling, modification or abandonment of charter.

6.3 Where a charter is cancelled by us for any of the reasons above, we will make every effort to advise our passengers as soon as possible. We will make every effort to reschedule or issue a voucher for another charter at a later date with up to 12 months validity.

6.4 If a mutually agreeable date cannot be reached, then a refund will be offered equivalent of the time on charter or a full refund in the case of the charter not proceeding prior to boarding.

6.5 FORCE MAJEURE

Circumstances amounting to 'force majeure' include any event which we could not, even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, closure of ports or port facilities, hurricanes, shortage of water, obstruction and/or repairs to any waterway or navigational equipment, shortage of or non-availability of fuel and other actual or potential adverse weather conditions, epidemics, health risks or pandemics, illness and any other similar events.

7. HIRER'S SUITABILITY AND BEHAVIOUR

7.1 The Hirer must accept responsibility for the proper conduct of him/herself and all other members of their party.

7.2 Mandurah Boat Charters reserves the right to refuse any person the use of the vessel before the charter begins or at any stage during the charter.

7.3 The Hirer shall not use or allow the use of the boat's emergency equipment except in the case of emergency and at the direction of the Skipper and/or crew.

7.4 Mandurah Boat Charters reserves the right at our absolute discretion to terminate without notice the charter arrangements of any hirer who either refuses to comply with the instructions or orders of the vessel's skipper and/or crew, any company staff, agents or other responsible persons; or whose behaviour in their opinion is likely to cause distress, damage or danger or annoyance to other customers, staff, any third party 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.



7.5 We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive; or you damage property, upset, annoy, disturb, or put any other traveller, member of the public or member of Mandurah Boat Charters staff or its agents in any risk or danger.

7.6 Mandurah Boat Charters cannot be held responsible for under-age consumption of alcohol.

7.7 Mandurah Boat Charters cannot be held responsible for the consumption of any Class 1 or other scheduled drugs by any passenger on the charter.

7.8 Any passenger suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter.

7.9 Failure to make a disclosure (as per section 6.8 above) will constitute a breach of these booking conditions and may result in such persons being excluded from the charter in which case all monies paid will be forfeit.

8. WATER ACTIVITIES

8.1 Passengers enter the water at their own risk.

8.2 All passenger interactions with other vessels, persons or wildlife encounters are at their own risk.

8.3 Mandurah Boat Charters does not provide lifesaving services or rescue services for water activities and passengers must take their own responsibility for safety and take into account their ability in the water when entering the water.

8.4 Any items supplied by Mandurah Boat Hire and Charters that may not be classed as flotation devices.

9. CHILDREN

9.1 Children are defined as being aged up to and including 12 years old. Children must be accompanied by a parent or guardian at all times.

9.2 The child's parent or guardian accepts that they and they alone are entirely responsible for the care of the child.

9.3 Children must not be left unattended at any time during the charter.

10. ACCIDENTS AND LOSS/DAMAGE OF EQUIPMENT

10.1 Mandurah Boat Charters accepts no liability whatsoever for the accidental loss or damage to personal property during your charter.

10.2 Any expense or damage to the vessel, its fittings, fixtures, furnishings, appliances or any equipment onboard caused by an act of a passenger during the charter will be the responsibility of the passenger or person who booked on behalf of the passenger.

10.3 Mandurah Boat Charters reserves the right to seek restitution for those damages using legal proceedings to recover all expenses incurred, including but not limited to loss of business, wages and other items as advised.

11. TECHNICAL FAILURE

11.1 In the event of a technical failure that causes the charter to (a) not be able to take place or (b) to be terminated early, then Mandurah Boat Charters will endeavour to reschedule the charter at no cost to the customer at a mutually acceptable date and time. If a mutually acceptable date and time cannot be agreed upon then the customer may be entitled to a partial or full refund depending on the exact circumstances of the charter termination.



12. PRIVACY POLICY

12.1 The Mandurah Boat Charters Privacy Policy was last updated on 14th July 2024. It was effective immediately for all new Mandurah Boat Charters customers, staff and contractors. The full Privacy Policy can be viewed on our website.

12.2 The Privacy Policy explains Mandurah Boat Charters' privacy and information practices for our website, and mobile applications. The Policy describes the types of information collected, how that information is used and disclosed, and how you can access, modify, or delete information.

13. PHOTOGRAPHY

13.1 At times during charters our staff may take photographs or video which may be used in marketing material materials produced by us or on our behalf. Customer who do not want to be in photographs or video used for this purpose should advise our crew at the earliest opportunity.

14. DISPUTES AND COMPLAINTS

14.1 Whilst on charter our crew are there to make your experience as enjoyable as possible, please discuss any complaints or issues with them and they will assist where possible.

14.2 If you have a complaint whilst on charter, please inform the skipper and/or crew immediately so that action can be taken. Please note that if you do have any reason to complain, you must complain as soon as reasonably possible to any member of Mandurah Boat Charters staff who will do everything reasonably possible to resolve the problem. Failure to take these steps and give us an opportunity to make things right at the time may significantly affect your ability to seek compensation later.

14.3 Post-charter complaints about our services should be directed to Mandurah Boat Charters as soon as practicable via email to info@mandurahboatcharters.com.au.

14.4 We would request that Mandurah Boat Charters be given reasonable opportunity and time to resolve any issues or complaints related to your charter.

14.5 We reserve the right to request that media owners' takedown materials posted on social media that are effectively complaints that are made without first attempting to engage in dispute resolution with the management of Mandurah Boat Charters.

CONTACT US

If you have questions about the information contained in these Conditions of Hire please contact us at info@mandurahboatcharters.com.au.