



CAPTAIN COOK CRUISES

Client Event Contract

521689 - Boat Hire Sydney - for Kate

Start Date: **Thursday, 15 June 2023**

Start Time: **18:00 (06:00 PM)**

Event Coordinator

End Date: **Thursday, 15 June 2023**

End Time: **21:00 (09:00 PM)**

Angelina Bagdassarian

Attendance: **40**

Tentative

Contacts

Contact

Sam Woodward
Boat Hire Sydney

Ph Dir: 0428164440
Ph Mob:
E-Mail: sam@boathiresydney.com.au

Venues

Sydney Crystal Thu 15/06/2023 06:00 PM - Thu 15/06/2023 09:00 PM **Tentative** 0

Embark / Disembark Details

WHARF A - EMBARK / No 2 King Street Darling Harbour 15/06/2023 06:00 PM - 15/06/2023 06:00 PM
King Street Wharf No 2

WHARF B - DISEMBARK / No 6 King Street 15/06/2023 09:00 PM - 15/06/2023 09:00 PM
King Street Wharf No 6 #75679703

Details

CONTRACT DETAILS / Contract Details 15/06/2023 06:00 PM - 15/06/2023 09:00 PM Qty: 1

CO-ORDINATOR NAME: Angelina Bagdassarian **PHONE:** 02 8270 5114

PASSENGER NUMBERS

Minimum Passengers Required: guests

Maximum Passengers: guests

Approx no. of Passengers: 40 guests

Additional per person cost: \$98 pp plus \$890 per hour vessel hire x 3

All guests to be pre paid prior to cruise.

Name of Organiser: Sam Woodward

Phone: 0428 164 440

All Covid-safe regulations imposed by the NSW Government on the day of your event will be enforced on board.
Regulations are subject to change.

Covid special terms: Should Captain Cook not be able to offer the cruise as detailed due to Government restrictions/ lockdowns a full refund of any money paid will be offered. Should the client (you) choose to cancel then standard cancellation policy applies noted on this document.

Food

SYDNEY CRYSTAL MENUS / Cruising Cocktail Menu 15/06/2023 06:00 PM - 15/06/2023 09:00 PM Qty: 40

Cruising Cocktail Menu

Pre-Select 8 Canapés to be served



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Food

Seafood & vegetarian nori sushi served with sweet soya sauce (V-GF)
Spinach & ricotta filo pastries (V)
Tomato & basil bruschetta (V, VEGAN, GF)
Mini petit pies served with tomato & onion jam
(peppered beef, chicken & vegetable, lamb & rosemary)
Australian Angus beef slider, fresh tomato, snow tendril lettuce and relishes
Beetroot & goats cheese tartlets (V)
Mini roasted vegetable frittatas (V)
Indian vegetable samosas (V)
Antipasto cherry tomato & mushroom roasted skewer (V, VEGAN, GF)
Salt & pepper squid with aioli
Smoked salmon roulade, crème fraiche on crostini
Vietnamese vegetarian rice paper rolls with sweet Thai dipping sauce (V, VEGAN, GF)
Mediterranean beef skewers with spicy BBQ sauce
Golden Pumpkin Arancini with bush tomato chutney (V, VEGAN, GF)
Thai beef salad with mint, coriander, lime chilli.
Peking duck, cigar crapes, Hoisin sauce
A selection of Petit Fours (dessert option)

Menu subject to seasonal variation. Food allergens including peanuts, tree nuts, milk, eggs, sesame seeds, fish, shellfish, soy, wheat, royal jelly and sulphites are present in our menu items.

We cannot guarantee that certain products or ingredients (halal, nuts, gluten, dairy, etc.) will not be in our food, and we explicitly accept no liability in this regard.

Allergens may also be present due to unintentional cross-contact during the preparation process and the use of processed ingredients.

Beverage

CAPTAIN COOK BEVERAGE / Standard Open Bar

15/06/2023 06:00 PM - 15/06/2023 09:00 PM

Qty: 40

Beer

Young Henry's Larger

James Boags Premium Light

Wine

Tyrrell's Moores Creek Semillon Sauvignon Blanc (NSW)

Tyrrell's Moores Creek Shiraz (NSW)

Tyrrell's Moores Creek Sparkling (NSW)

Soft Drinks and Fruit Juices

Inventory

CAPTAIN COOK VESSEL HIRE / Sydney Crystal

15/06/2023 06:00 PM - 15/06/2023 09:00 PM

Qty: 3

3 hours Vessel Hire

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Financials

DATE	DESCRIPTION	QTY		AMOUNT	DISCOUNT	EX TAX	TAX	TOTAL
CAPTAIN COOK BEVERAGE								
15/06/2023	Standard Open Bar	40	X	\$39.00	\$234.00	\$1,205.45	\$120.55	\$1,326.00
CAPTAIN COOK VESSEL HIRE								
15/06/2023	Sydney Crystal	3	X	\$890.00	\$400.50	\$2,063.18	\$206.32	\$2,269.50
SYDNEY CRYSTAL MENUS								
15/06/2023	Cruising Cocktail Menu	40	X	\$59.00	\$354.00	\$1,823.64	\$182.36	\$2,006.00
WHARF A - EMBARK								
15/06/2023	No 2 King Street Darling Harbour	1	X	\$75.00	\$0.00	\$68.18	\$6.82	\$75.00
WHARF B - DISEMBARK								
15/06/2023	No 6 King Street	1	X	\$75.00	\$0.00	\$68.18	\$6.82	\$75.00
Total:					\$988.50	\$5,228.63	\$522.87	\$5,751.50



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The Confirmation of your Charter is subject to the terms and conditions outlined below. We require a signed copy of this confirmation letter to be returned to our office signifying acceptance of these terms and conditions, in order to secure your reservation.

Security Deposit: The greater of \$1,000.00 or 20% is required within 7 days to confirm your booking. A signed copy of this 'Terms & Conditions' sheet is required along with your deposit.

Cancellations: Security deposit is refundable less a \$500 administration charge per vessel date booked if the charterer gives Captain Cook Cruises written notice no less than 40 days prior to date of charter. Cancellation within 40 days will result in the security deposit being forfeited. Cancellation with less than 14 days' notice prior to the date of charter may result in the full charter fee being payable and all monies held by Captain Cook will be forfeited. Deposits may be transferable for another date within 12 months of the original travel date subject to availability. Any price difference is payable by the charterer.

Covid-19 Special Cancellation Policy: If your cruise is cancelled due to a NSW Health lockdown, or Interstate or International quarantine regulations, you can be assured of a refund when you book direct with Captain Cook Cruises.

Final Numbers: Required 10 working days prior to your function. Final invoice is based on these numbers. We will cater and charge for the confirmed number of guests.

Final Payment: Required 7 working days prior to your function. If not received Captain Cook Cruises Reserves the right to automatically cancel the charter and retain all monies received. In all events, Charterer must pay for no less than the minimum guest numbers quoted or the final confirmed numbers, whichever is greater.

Cruise Changes: In the event of guests on the charter exceeding the numbers paid for, the Charterer must pay for additional passengers prior to departure. In the event of non-payment for additional guests Captain Cook Cruises reserves the right to cancel the cruise in its entirety. At its absolute discretion, Captain Cook Cruises may choose to defer departure until such time as the number of guests on board conforms to the payments already received. The cruise will not be extended beyond the contracted term as a result of any delays in dealing with boarding and payment for additional guests and the sourcing of additional resources such as crew, food, beverages and fuel as a result of additional guest numbers. Captain Cook Cruises reserves the right to cancel the cruise in its entirety should the number of additional guests exceed what Captain Cook Cruises considers is reasonable at its absolute discretion. Please note we do not refund for 'no shows' or reduction of numbers once final numbers are confirmed.

Payment Methods: 1/ Direct Debit or Paypa- Please see invoice for Bank Account details. 2/ Credit Card - If you choose to settle your account by Credit Card a processing fee will be added to the cost of your charter. The fee is calculated on the amount charged to your credit card for each payment. Fees: Visa, Mastercard charge is 1.5%, AMEX charge is 3%.

Disembark: We allow 15 minutes for all guests to disembark the vessel at the end of a charter. If guests fail to disembark after this time, extension time will be charged at \$600.00 for every 1/2 hour or part thereof. It will assist us greatly and minimize cost to you if this can be explained to your guests prior to your charter.

Items left onboard: Guests are asked to take all gifts, flowers, decorations etc with them at the completion of the cruise. Any food items (eg cake) will be disposed of immediately after the event incl wedding cake. All care is taken but no responsibility is taken for items left on board after a charter.

Damage: The hirer is at all times responsible and liable for the conduct of on board guests, and is liable for damage caused to the vessel, fixtures, fittings or its contents whether sustained by their own actions, or through the actions of their guests, contractors or subcontractors.

Smoking: Captain Cook Cruises has a No Smoking Policy in Lounge/ Dining Areas. Guests are free to smoke on the outer deck areas. Ashtrays are provided

Disabled Persons: Elderly/ Frail/ Person's with special needs must have a carer throughout the duration of the function. The carer must assist person on board, up & down stairs cases. Captain Cook Cruises vessels do not have on board wheelchair access to separate levels and toilets.

Bad Weather: We operate in sheltered waters of Main Sydney Harbour, 365 days a year, regardless of the weather. All vessels offered are based on interior space only with comfortable all-weather surroundings and expansive viewing windows.

CONDITIONS OF CONTRACT

In these conditions:

(a) "Charter" means the exclusive use of the named vessel together with all the accompanying facilities and services (as listed) to be provided by the Company to the Charterer for the agreed period in return for the payments to be made by the Charterer to the Company; (b) "Company" means Captain Cook Cruises ABN 17 008 272 302 and where the context requires, its employees agents and Subcontractors; (c) "Charterer" means the person, company, club, association or other entity signing this contract and includes all members of any company, club, association or other entity on behalf of whom this contract has been signed and the guest and invitees of any such person, firm or company that performs any part of or all of this contract and includes any employee agent or subcontractor of any Subcontractor. (d) The Charterer acknowledges that during the charter period the vessel will be and remain under the complete control of the Company and that the direction and control of the vessel and its crew is at all times the sole responsibility of the Master. (e) The Charterer acknowledges that the Master has the sole and absolute discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the vessel, its passengers, and crew. (f) It is agreed and acknowledged that any person signing this contract on behalf of any company, club, association or other entity: (i) is an office bearer of the company, club, association or organisation; (ii) is authorised to sign this contract on behalf of the company, club, association or other entity; (iii) accepts that by entering into the contract the company, club, association or other entity and all employees or members or guests of the company, club, association or other entity on board the vessel accept the conditions of the said contract and will at all times accept and obey the reasonable directions of the Master and/or the crew of the vessel. (g) It



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Attendance: **40**

Tentative

is agreed and acknowledged by any person signing this contract on behalf of any company, club, association or other entity that all persons invited by the Charterer to board the vessel who are not employees of the company, club, association or other entity, or members of the company, club, association or other entity, will accept and be bound by the conditions of the contract and will at all times accept without question the reasonable directions of the Master and/or the crew of the vessel for the safety of the vessel and all on board. (h) The Charterer is not permitted to take alcoholic beverages aboard the vessel under the liquor act. The Company reserves the right to refuse alcohol to be served to guests who are intoxicated or proof of age cannot be produced. The company serves alcohol in accordance with Government legislation and regulations and is firmly committed to Responsible Service of Alcohol. The company reserves the right to terminate the cruise at no financial loss to the company should onboard behaviour be deemed unacceptable or these conditions are not met. (i) The Companies product - menu, liquor, entertainment, etc is defined in the Client Event Contract and has been agreed between the "Company" and "Charterer". Any alterations or additions to the product requested by the "Charterer" will be to its cost and must be agreed by the Company. All subcontractors engaged on the vessel work under control of the Company. (j) The company is not a common carrier and reserves the right to refuse to carry any passenger, luggage or goods it considers will compromise the safety or comfort of vessel or passenger.

The Company reserves the right to:

(a) Substitute any other vessel other than the vessel named in this charter (including a vessel not owned by the Company) provided that the substituted vessel is of similar type and includes similar facilities to that vessel named in the charter; (b) To cancel or abandon the charter including during the course thereof, if the Company or Master considers in its or his sole and absolute discretion that the said substitution or cancellation is necessary for reasons of weather, equipment failure or in the interests of the safety and well being of the vessel, its passengers and crew and the Company will not be liable for any loss or expense incurred by the Charterer caused by such substitution or cancellation. (c) In the event that the vessel is genuinely out of service and the Company is forced to cancel the charter by reason of force majeure, acts of God, strike, lockout or stoppage or restraint of labour or government, insurrection, boycott or industrial unrest, piracy, hostilities, warlike operations, civil war, revolution, rebellion or, without limiting the generality thereof, by any reason whatsoever outside their control, the Company shall be under no obligation to provide a substitute vessel for the cruise or to continue the cruise. Any such circumstance shall not give rise to any claim against the Company by the Charterer or passengers. (d) In the event of cancellation of the cruise by the Company prior to the scheduled boarding time, the Charterer shall be entitled to all of the monies paid by the date of cancellation. Such payment to constitute the full and complete liability of the Company to the Charterer and all intending passengers in the event of cancellation. (e) The Company is not liable for any death, loss, damage or injury to any person or property which occurs and attributable to or associated with: (i) Failure to follow any reasonable direction given by the Master and/or crew of the vessel. (ii) Failure to comply with any condition of this contract; (iii) Failure to comply with any warning sign; (iv) Unreasonable or unsafe behaviour; (v) Wilful misuse of the equipment or facilities of the vessel; (vi) Intoxication or the use of prohibited drugs. (f) The Charterer hereby expressly agrees to indemnify the Company to the extent allowed by law for any claim whatsoever and howsoever incurred including but not limited to a claim for death or bodily injury or damage or loss of property to any person or belonging to any person during embarkation and/or disembarkation to or from the vessel and/or at all times whilst on board the vessel as a guest or invitee of the Charterer or the Charterer itself, unless caused by the wilful misconduct or reckless disregard of the Company. (g) In the event of breach of any of the aforementioned terms by the Company, or a failure in whole or in part to provide any service that the Company contracted to provide (either expressly or by implication), the consequence of the said breach shall not be deemed to be termination of this contract. The Charterers remedy for any such breach of any term shall be limited only to the contractual value of the performance of service or obligation that was not performed by the Company, or alternatively part value of the service where there was partial performance of the service or obligation by the Company. Any liability shall be assessed by the Company's own value for the service and/or obligation or part thereof that is the subject of any claim. The Company shall not be liable for any loss or damage to property or personal injury or for any indirect, special or consequential damages sustained by the Charterer or any other person whether a guest or invitee of the Charterer or not arising out of or in connection with the Charter unless caused by the wilful misconduct or reckless disregard of the Company. (h) This contract cannot be transferred or assigned by the Charterer.

WE WISH TO THANK YOU FOR CHARTERING ONE OF OUR CRUISE VESSELS. PLEASE SIGN BELOW TO CONFIRM EVENT ARRANGEMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS.

For and on behalf of CHARTERER (Client)

x _____
Duly Authorised Officer / Date:

Deposit Tax Invoice

Sam Woodward
Boat Hire Sydney



Invoice No: E521689
Invoice Date: 18/04/2023
Page: 1 of 1

Event: [521689] Boat Hire Sydney - for Kate (Guests: 40)
Event Date: Thursday, 15 June 2023
Venue/s: Sydney Crystal

DATE	DESCRIPTION	QTY	AMOUNT	TOTAL
15/06/2023	No 2 King Street Darling Harbour	1	\$75.00	\$75.00
15/06/2023	No 6 King Street	1	\$75.00	\$75.00
15/06/2023	Cruising Cocktail Menu	40	\$59.00	\$2,006.00
	Discount Included: \$354.00			
15/06/2023	Standard Open Bar	40	\$39.00	\$1,326.00
	Discount Included: \$234.00			
15/06/2023	Sydney Crystal	3	\$890.00	\$2,269.50
	Discount Included: \$400.50			
Total Charges				\$5,751.50

BALANCE (Incl GST): **\$5,751.50**

GST (this invoice): **\$522.87**
\$1,150.00

15/06/2023 Deposit Request

Payment Due: Tuesday, 25 April 2023

DEPOSIT DUE: **\$1,150.00**

GST is not applicable to Security Deposits

Please Note: Booking is not confirmed until Deposit is received.



REMITTANCE ADVICE - Please detach and return with the payment

Credit Cards: We accept all major credit cards - service fees applicable
(1.5 % - Visa, MCard and 3% AMEX)

☐ AMEX ☐ Visa ☐ Mastercard ☐ Bankcard ☐ Diners

Card No: _____ / _____ / _____ / _____

Expiry Date: ____ / ____ CVV _____

Cardholder Name: _____

Signature: _____

Direct Debit: Please include 521689 with EFT payment

Account Name: Captain Cook Cruises Pty Ltd

Bank: ANZ BSB: 015 056 Account No: 841669104 Swift Code: ANZBAU3M



ABN: 17 008 272 302

Amount Payable: **\$1,150.00**

Service Fee (1.5 or 3% of total): _____

Amt Payable (incl Service Fee): _____

Invoice No: E521689

Invoice Date: 18/04/2023

Event No: 521689

Paypal: accountant@captaincook.com.au *Invoice number must be included

Captain Cook Cruises Pty. Ltd. ABN 17 008 272 302
King Street Wharf 1, Darling Harbour, Sydney NSW 2000, Australia
Telephone: 61-2-8270 5136 Email: charters@captaincook.com.au Website: www.captaincook.com.au