



Client Event Contract

521975 - Sam Boathire Sydney End Client Partnerize

Start Date: **Thursday, 21 September 2023**

Start Time: **12:00 (12:00 PM)**

Event Coordinator

End Date: **Thursday, 21 September 2023**

End Time: **17:00 (05:00 PM)**

Angelina Bagdassarian

Attendance: **160**

Tentative

Contacts

Key Contact

Sam Woodward
Boat Hire Sydney

Ph Dir: 0428164440

Ph Mob:

E-Mail: sam@boathiresydney.com.au

Venues

Starship Sydney

Thu 21/09/2023 12:00 PM - Thu 21/09/2023 05:00 PM Tentative

160

Embark / Disembark Details

WHARF A - EMBARK / No 4 King Street Darling Hatbour

21/09/2023 12:00 PM - 21/09/2023 05:00 PM

WHARF B - DISEMBARK / No 4 King Street Darling Harbour

21/09/2023 12:00 PM - 21/09/2023 05:00 PM

Details

CONTRACT DETAILS / Contract Details

21/09/2023 12:00 PM - 21/09/2023 05:00 PM

Qty: 1

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

Approx no. of Passengers: 160 guests

Additional per person cost: Based on 160 guests \$229 pp to include 5 hours vessel hire Cocktail Menu and standard bar

All guests to be pre paid prior to cruise.

Name of Organiser: Sam 0428 164 440 c/- Kate

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

STARSHIP MENUS / Food Stations Menu

21/09/2023 12:00 PM - 21/09/2023 05:00 PM

Qty: 160

PLEASE PICK & CHOOSE FROM THE BELOW ITEMS TO CREATE YOUR UNIQUE MENU
TO MAKE UP THE MINIMUM SPEND OF \$94 PER PERSON.

CANAPE ITEMS LEVEL 1

\$10 per person

Mini beef slider with tomato, cheddar cheese & caramelised onion

Malay coconut chicken skewers & teriyaki beef skewers w dipping sauces (gf df)

Tomato avocado salsa tartlets with soft herbs (v)

Mini artisan hot dog with American mustard & ketchup, fried onions in a brioche finger bun

Selection of handmade quiches in shortcrust pastry with soft herbs & marinated feta (v)



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Food

Salt and pepper calamari with a ginger and shallot dressing
Soft Tortilla boats with spiced beef, avocado & tomato salsa w sour cream
Noona style meatballs in roasted tomato sauce & melted mozzarella
Beef bourguignon mini shortcrust pie
A selection of nori rolls (v)
Thai beef salad in Chinese take outs
Truffled arancini with fresh tarragon & romesco sauce (v)
Fresh Vietnamese spring rolls with vermicelli, prawns, mint & tamarind sauce (gf df)

CANAPE ITEMS LEVEL 2

\$11 per person

Wagyu beef brisket mini pot pie with shaved truffle pecorino, cold pressed olive oil & cracked black pepper Peking Muscovy duck pancake with shallots, baby coriander & hoisin (df)
Pumpkin veloute with chive oil in a demitasse cup (v gf)
Penne with slow cooked ragu and shaved pecorino in a mini bowl
Seared salmon skewer with mango & lime chutney
Steamed prawn gyoza with ponzu sauce in bamboo baskets
Smoked trout with creamed goats cheese, dill, cracked pepper and lemon on a mini pikelet
Oyster pillows lightly fried until golden with cumin & coriander yoghurt (gf)
Fish & Chips - Whiting fillets fried until golden, served in their own fisherman's basket, baby caper tartare, fresh lemon

CANAPE MENU LEVEL 3

\$14 per person

Prawn and blue swimmer crab bisque in espresso cups (gf df)
Miniature chive crumpet with Huon salmon, mousse & Yarra Valley caviar
Australian oysters with a section of sauces & vinaigrettes, Mornay & Kilpatrick (gf df)
Pepper crusted tenderloin fillet with basil pesto on crostini
Peeled Yamba prawn shots with cocktail sauce, iceberg lettuce & melba toast
Seared & pepper crusted Australian yellowfin tuna & wasabi crème
Szechuan fried king prawns with a ginger and shallot dressing
A selection of nigiri and nori rolls with wasabi and soy (v)
Large Black Angus sliders on a milk bun with caramelised onions, aged cheddar, pickles iceberg lettuce & truss tomatoes with a smokey burger sauce
Frenched lamb cutlet, grilled to perfection with basil & parmesan drizzle
Thai green curry with free range poached chicken, turmeric rice, seasonal vegetables, coriander & toasted shallots in a mini bowl (gf)
Chicken tikka masala with cardamom basmati rice, preserved lemon, topped with a tomato, onion & coriander salsa in a mini bowl (gf)
12-hour braised lamb shoulder in oregano with couscous, preserved lemon & greek yoghurt in a mini bowl (gf)

V = Vegetarian, DF = Dairy Free, GF = Gluten Free

FOOD STATIONS

Please note, numbers under 120pax will incur a Chefs charge

1 Food Station is recommended for 100+ guests



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Food

The Starship Group food stations are a unique food offering, demonstrating an interactive experience offered to your guests for your special event. Our team of highly experienced chefs create an interactive & personal food experience.

MEXICAN TACO STATION - \$20 PER PERSON

Slow roasted wagyu for 4 to 6 hours with our own Starship BBQ rub & finished with our sticky BBQ basting.

Pulled free range chicken

Char grilled roasted vegetables

A variety of hard and soft tortilla bases to be toasted to order avocado with fresh lime juice,

Spanish onion, tomato salsa sea salt & fresh coriander with fresh lime sauce

ASIAN & NOODLE MARKET STATION - \$22 PER PERSON

A classic Hawker food stall with all the trimmings, a selection of fried rice, school prawns, chicken all cooked fresh in front of your guests (live cooking station)

Char Kay Teow

Hainan Chicken, poached chicken with jasmine rice, ginger, chilli and shallot dressing

Handmade egg or hokkien noodles

Crispy fried onions, crushed peanuts

Fresh mint & coriander, lemon wedges

Sambal, fish sauce and chilli

MINI SLIDER STATION - \$22 PER PERSON

A hunger stopping selection of mini sliders

Pulled Pork

Wagyu Brisket

Roasted Vegetables

Brioche buns, black buns, apple slaw, aged cheddar, caramelised onions, tomatoes, iceberg lettuce with a range of sauces & condiments such as chipotle, hickory and peri peri

PAELLA - \$22 PER PERSON

Traditional paella pans a la Valencia with Arborio rice, prawns, chicken, mussels, calamari, & chorizo

Vegetarian & vegan option also available on request

V = Vegetarian, DF = Dairy Free, GF = Gluten Free

Subject to seasonal variation. 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. For serious food allergies you must make your own decisions on selecting meals. Our staff's comments are only to assist you in making an informed decision.

Beverage

CAPTAIN COOK BEVERAGE / Standard Open Bar

21/09/2023 12:00 PM - 21/09/2023 05:00 PM

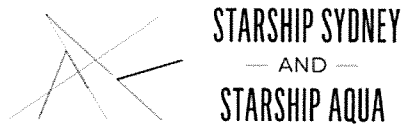
Qty: 1

Beer

Young Henry's Larger

James Boags Premium Light

Wine



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Beverage

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

Financials

<u>DATE</u>	<u>DESCRIPTION</u>	<u>QTY</u>		<u>AMOUNT</u>	<u>DISCOUNT</u>	<u>EX TAX</u>	<u>TAX</u>	<u>TOTAL</u>
CAPTAIN COOK BEVERAGE								
21/09/2023	Standard Open Bar	1	X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STARSHIP MENUS								
21/09/2023	Food Stations Menu	160	X	\$229.00	\$0.00	\$33,309.09	\$3,330.91	\$36,640.00
WHARF A - EMBARK								
21/09/2023	No 4 King Street Darling Hatbour	1	X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WHARF B - DISEMBARK								
21/09/2023	No 4 King Street Darling Harbour	1	X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:					\$0.00	\$33,309.09	\$3,330.91	\$36,640.00



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The Confirmation of your Event/Charter is subject to the terms and conditions outlined below between Captain Cook Cruises Pty Ltd (The Operator) and the charter client (Charterer). Captain Cook Cruises operates a fleet of vessels on Sydney Harbour, these terms and conditions cover all vessels within the fleet unless otherwise stated.

IMPORTANT: The vessel is not secured for your Charter/event on your chosen date/time until we receive the following items (within 5 business days otherwise the Tentative booking will be released for resale):

1. Signed copy of these Terms and Conditions, signifying acceptance of these Terms and Conditions
2. Completed credit card authority section by authorised representative (final page of this document)
3. Deposit as outlined / paid in full within outlined timeframes

DEPOSITS: Below is a list of the payment instalments required for your Private Event on board Starship Sydney / Starship Aqua

Upon signing Terms & Conditions, required to secure date - 25% of Event/Charter booking due

16 weeks from Event Date - Further 25% of Event/Charter booking due

2 weeks from Event Date - Final invoice due, based upon estimated final number of guests

Prior to disembarkation (unless otherwise arranged with GM (General Manager) approval) - Settlement of any/all incidentals incurred during cruise

CANCELLATION BY CHARTERER: If the Charterer, for any reason whatsoever (other than outlined in the Force Majeure clause below), wishes to terminate this agreement, it is agreed that the following amounts shall be payable by way of agreed damages to the Operators by the Charterer. (Written notice (email) is required for cancellation of your Event/Charter).

The following notice periods will incur the listed cancellation fees:

Greater than 38 weeks to Event Date - Security Deposit refunded less \$500 Administration Fee

Between 38 - 16 weeks from Event Date - Security Deposit of 25% of Event/Charter booking forfeited

Between 16 - 4 weeks from Event Date - 50% of Event/Charter booking cancellation fee applies

Less than 30 days from Event Date - All Deposits paid will be forfeited and payments not received due for settlement

POSTPONEMENT/RESCHEDULING: If the Charterer, wishes to postpone and reschedule to a new date the deposits paid less the Administration fee will be applied to the new date selected. Please note: a new quote may be required if the booking moves to a different season/rate period.

FORCE MAJEURE: If the Operator is forced to cancel the intended cruise by reason of force majeure, acts of God, NSW Public health order restriction imposed by state or Federal government i.e. (Lockdown/Stay at home order), strike, lockout or stoppage or restraint of labour or government, insurrection, boycott or industrial unrest, piracy, hostilities, warlike operations, civil war, revolution, rebellion, disruption of travel services, government travel advisories or, without limiting the generality thereof, by any reason whatsoever outside their control, the Operator 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 Operator by the Charterer or passengers.

If the charterer wishes to cancel the cruise due reasons outlined in the Force Majeure clause, the Operator shall not impose any of the above cancellation terms and fees, and will refund paid deposits within 30 days from the date of cancellation.

REFUND DUE TO FORCE MAJEURE: In the event of cancellation of the cruise prior to leaving the scheduled boarding time, pursuant to Force Majeure Clause, the Operator undertakes to refund to the Charterer all the monies paid by it. Such payment to constitute the full and complete liability of the Operator to the Charterer and all intending passengers in the event of cancellation pursuant to Force Majeure Clause.

INDEMNITY: Subject to Force Majeure Clause hereof the Charterer agrees to indemnify and hold harmless the Operator, their servants, and agents against any liability for any loss, damage or delay suffered by the Charterer or any intending passenger by reason of any cancellation pursuant to Clause hereof after the scheduled boarding time.

CANCELLATION BY OPERATORS (Not Force Majeure): If the Operator cancels this agreement in circumstances other than those referred to in Force Majeure Clause herein, it is agreed that the liability of the Operator to the Charterer shall be limited to refunding all sums paid by the Charterer to the Operator pursuant to this Agreement. The said liability of the Operator is to be offset by any amounts due or owing by the Charterer to the Operator pursuant to any other provisions of the agreement.

Estimated Final Numbers: Estimated Final numbers are required 2 weeks prior to your Event/Charter. The final invoice will be based upon these estimated numbers advised by charterer, payable within 7 days. We will cater and charge for the confirmed number of guests. The number of guests can increase or decrease by no greater than 10% of those advised at this time.

Final Payment: Required 7 days prior to your Event. If not received, we reserve the right to automatically cancel the Event/Charter and retain all monies received. In all events, Charterer must pay for no less than the minimum guest numbers quoted or the estimated final numbers, whichever is greater.

Cruise Changes: In the event of guests on the Event/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 the Operator reserves the right to cancel the cruise in its entirety. At its absolute discretion, the Operator 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 because 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 because of additional guest numbers. The Operator reserves the right to cancel the cruise in its entirety should the number of additional guests exceed what the Operator considers is reasonable at its absolute discretion.



STARSHIP SYDNEY
— AND —
STARSHIP AQUA

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Payment Methods:

1/ Direct Deposit - Please contact your event co-coordinator for account details, remittance advice is required.

2/ Credit Card - If you choose to settle your account by Credit Card a processing fee will be added to the cost of your Event/Charter. The fee is calculated on the amount charged to your credit card for each payment.

Fees: American Express is 3% * Visa, Mastercard & Bankcard charge is 2%. Signatures required.

Bump in and Bump out time periods are periods of transition between one charter/event and another. On occasion our vessel may have an event pre or post your charter booking. This is standard industry practise and in this time we request your assistance to allow our experienced team of professionals space and time to be ready for your guests arrival.

Disembarkation of Vessel: We allow 15 minutes for all guests to disembark the vessel at the end of an Event/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 Event/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 (e.g., cake) will be disposed of immediately after the event including wedding cake. The Company is not liable for any damage to or loss of property belonging to the Charterer or any of its guests or suppliers.

Damage: The Charterer is always 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.

Advertising: The Charterer will submit any advertising, publicity, promotional or other material prepared for distribution for the prior written approval of the Operator and undertakes not to release or distribute any published materials or make any representations in relation to the services provided on the cruise which have not been approved in writing by the Operator.

POLICY ON THE RESPONSIBLE SERVING OF ALCOHOL: The operator proudly abides by the NSW Government Responsible Service of Alcohol Liquor Laws and the charterer understands that the Captain has the ultimate responsibility for the safety of passengers and crew on the ship. He/she is authorised to restrain the disruptive, violent or disruptive passengers until he or she can be landed ashore at a recognised port. The cost of the diversion of the vessel to a port and return of the passenger to his home will be borne by the Charterer.

In these conditions:

(a) "Event/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/Operator to the Charterer for the agreed period in return for the payments to be made by the Charterer to the Company.

(b) "Operator" means Captain Cook Cruise Pty Limited 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 this contract and includes any employee agent or subcontractor of any Subcontractor.

(d) The Charterer acknowledges that during the Event/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 always the sole responsibility of the Captain.

(e) The Charterer acknowledges that the Captain always has the sole and absolute discretion 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.

(g) It 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 always accept without question the reasonable directions of the Captain 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 passionately committed to Responsible Service of Alcohol. The company reserves the right to terminate the cruise at no monetary loss to the company should onboard behaviour be deemed unacceptable, or these conditions are not met.

The Company's 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 contract.

(b) To cancel or abandon the charter including during the course thereof, if the Company or Captain 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 wellbeing 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 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 Captain 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) Willful misuse of the equipment or facilities of the vessel; (vi) Intoxication or the use of prohibited drugs.



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Tentative

(f) The Company is not liable for any damage to or loss of property belonging to the Charterer or any of its guests or suppliers, this included items left on the premises, prior to, during or after the event

(g) In the event of breach of any of the 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.

CREDIT CARD AUTHORITY- Must be completed to confirm your event/charter.

Name on Card: _____

Type of Card: _____

Credit Card Number: _____

Expiry Date: _____

CVV (3 digits on back of card): _____

I, _____ authorise the above Credit Card to be debited for costs associated with this event if not settled at completion of event/charter (unless otherwise arranged and agreed by Operator). Credit card fees will apply and will duly commit to sufficient funds being available to settle costs for this event/charter.

THANK YOU FOR CONFIRMING YOUR EVENT WITH THE STARSHIP, PLEASE SIGN BELOW TO CONFIRM EVENT DETAILS AND ACCEPTANCE OF THE TERMS AND CONDITIONS.

For and on behalf of CHARTERER (Client)

Please Sign Here:

X _____

Name Duly Authorised Officer

Date:

Deposit Tax Invoice

Sam Woodward
Boat Hire Sydney



Invoice No: E521975
Invoice Date: 02/05/2023
Page: 1 of 1

Event: [521975] Sam Boathire Sydney End Client Partnerize (Guests: 160)
Event Date: Thursday, 21 September 2023
Venue/s: Starship Sydney

DATE	DESCRIPTION	QTY	AMOUNT	TOTAL
21/09/2023	No 4 King Street Darling Hatbour	1	\$0.00	\$0.00
21/09/2023	No 4 King Street Darling Harbour	1	\$0.00	\$0.00
21/09/2023	Food Stations Menu	160	\$229.00	\$36,640.00
21/09/2023	Standard Open Bar	1	\$0.00	\$0.00

Total Charges \$36,640.00

BALANCE (Incl GST): \$36,640.00

GST (this invoice): \$3,330.91
\$9,157.00

21/09/2023 Deposit Request

Payment Due: Tuesday, 09 May 2023

DEPOSIT DUE: \$9,157.00

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)



ABN: 17 008 272 302

☐ AMEX ☐ Visa ☐ Mastercard ☐ Bankcard ☐ Diners

Card No: _____ / _____ / _____

Expiry Date: ____ / ____ CVV _____

Cardholder Name: _____

Signature: _____

Amount Payable: \$9,157.00

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

Amt Payable (incl Service Fee): _____

Invoice No: E521975

Invoice Date: 02/05/2023

Event No: 521975

Direct Debit: Please include 521975 with EFT payment

Account Name: Captain Cook Cruises Pty Ltd

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

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