

Start Date: Friday, 16 June 2023

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

Event Coordinator

End Date:

Friday, 16 June 2023

End Time: 22:00 (10:00 PM) Angelina Bagdassarian

70 Attendance:

Tentative

### Contacts

**Key Contact** 

Samantha Woodward Boat Hire Sydney

Ph Dir: 0428 164 440

Ph Mob:

E-Mail:

sam@boathiresydney.com.au

Venues

Sydney Crystal

Fri 16/06/2023 06:00 PM - Fri 16/06/2023 10:00 PMTentative

70

**Embark / Disembark Details** 

WHARF A - EMBARK / No 2 King Street Darling Harbour

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

No 2 King Street Wharf Darling Harbour - JC 2 Berth

WHARF B - DISEMBARK / No 2 King Street Darling Harbour

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

No 2 KSW CC3 berth

**Details** 

**CONTRACT DETAILS / Contract Details** 

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

Qty: 1

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

**PASSENGER NUMBERS** 

Approx no. of Passengers: 70 guests

Additional per person cost: \$890 per hour vessel hire x 4 plus \$59 pp for cocktail menu and \$52 pp standard bar

All guests to be pre paid prior to cruise.

Name of Organiser: Samantha 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

CAPTAIN COOK COCKTAIL / Cruising Cocktail

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

Qty: 70

Cruising Cocktail Menu pre select 8 canapes from the following selection

**CANAPES** 

Seafood & vegetarian nori sushi served with sweet soya sauce (V-GF) Spinach & ricotta filo pastries (V)

Printed 26/04/2023 04:17 PM

Report: Client Event Contract / Client Event Contract

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### Food

Tomato & basil bruschetta (V-GF)

Mini petit pies served with tomato & onion jam

(peppered beef, chicken & vegetable, lamb & rosemary)

Beetroot & goats cheese tartlets (V)

Mini roasted vegetable frittatas (V)

Indian vegetable samosas (V)

Antipasto cherry tomato & mushroom roasted skewer (VEG-GF)

Salt & pepper squid with aioli

Smoked salmon roulade, crème fraiche on crostini

Vietnamese vegetarian rice paper rolls with sweet Thai dipping sauce (VEG-GF)

Golden Pumpkin Arancini with bush tomato chutney (VEG-GF)

Thai beef salad with mint, coriander, lime chilli.

Australian Angus beef slider, fresh tomato, snow tendril lettuce and relishes

Mediterranean beef skewers with spicy BBQ sauce

Peking duck, cigar crapes, Hoisin sauce

V- Vegetarian / GF- Gluten Free / VEG - Vegan

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

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

Event Coordinator

Angelina Bagdassarian

Qty: 70

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

16/06/2023 06:00 PM - 16/06/2023 10:00 PM

Qty: 4



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Financials								
DATE	DESCRIPTION	QTY		AMOUNT	DISCOUNT	EX TAX	TAX	TOTAL
CAPTAIN CO 16/06/2023	OOK BEVERAGE Standard Open Bar	70	X	\$52.00	\$0.00	\$3,309.09	\$330,91	\$3,640.00
CAPTAIN CC 16/06/2023	OOK COCKTAIL Cruising Cocktail	70	x	\$59.00	\$0.00	\$3,754.55	\$375.45	\$4,130.00
CAPTAIN CC 16/06/2023	OOK VESSEL HIRE Sydney Crystal	4	х	\$890.00	\$0.00	\$3,236.36	\$323.64	\$3,560.00
WHARF A - E 16/06/2023	EMBARK No 2 King Street Darling Harbour	1	х	\$75.00	\$0.00	\$68.18	\$6.82	\$75.00
WHARF B - I 16/06/2023	DISEMBARK No 2 King Street Darling Harbour	1	Х	\$75.00	\$0.00	\$68.18	\$6.82	\$75.00
			То	tal:	\$0.00	\$10,436.36	\$1,043.64	\$11,480.00



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Time: 22:00 (10:00 PM) Angelina Bagdassarian

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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 maybe 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 Paypal—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 in 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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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 quest 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**

Samantha Woodward Boat Hire Sydney



 Invoice No:
 E522020

 Invoice Date:
 26/04/2023

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**Event:** [522020] Boat Hire Sydney (Guests: 70)

Event Date: Friday, 16 June 2023 Venue/s: Sydney Crystal

DATE	DESCRIPTION	QTY	<u>AMOUNT</u>	<u>TOTAL</u>
16/06/2023	No 2 King Street Darling Harbour	1	\$75.00	\$75.00
16/06/2023	No 2 King Street Darling Harbour	1	\$75.00	\$75.00
16/06/2023	Cruising Cocktail	70	\$59.00	\$4,130.00
16/06/2023	Standard Open Bar	70	\$52.00	\$3,640.00
16/06/2023	Sydney Crystal	4	\$890.00	\$3,560.00
			<b>Total Charges</b>	\$11,480.00

BALANCE (Incl GST): \$11,480.00

**GST (this invoice):** \$1,043.64

16/06/2023 Deposit Request

\$2,230.00

Payment Due: Wednesday, 03 May 2023 DEPOSIT DUE: \$2,230.00

**GST** is not applicable to Security Deposits

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

Credit Cards:	TTANCE ADVICE - Please detach and return with the payment We accept all major credit cards - service fees applicable (1.5 % - Visa, MCard and 3% AMEX)		E CAPTAIN COOI CRUISES	
AMEX	Visa Mastercard Bankcard Diners	AB	BN: 17 008 272 302	
Card No: Expiry Date: Cardholder Name: _	/	Amount Payable: Service Fee (1.5 or 3% of total): Amt Payable (incl Service Fee):	\$2,230.00	
Signature:		Invoice No:	E522020	
Direct Debit:	Please include 522020 with EFT payment	Invoice Date:	26/04/2023	
	Account Name: Captain Cook Cruises Pty Ltd  Bank: ANZ BSB: 015 056 Account No: 841669104	Event No: Swift Code: ANZBALI3M	522020	

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