



TAX INVOICE

Boat Hire Sydney

Invoice Date
05 Feb 2024

Invoice Number
INV-1776

Reference
Enigma 3rd Feb

ABN
71 606 576 765

Lifestyle Charters Pty Ltd
380 Victoria Place
DRUMMOYNE NSW 2047
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Hourly charter rate - Enigma 3rd Feb 11.40am-3.40pm	4.00	1,000.00	10%	4,000.00
Wait staff	2.00	272.7273	10%	545.45
BYO beverage surcharge	30.00	18.1818	10%	545.45
Wharf booking fee	2.00	54.5455	10%	109.09
Less agency fee	1.00	(780.00)	10%	(780.00)
Subtotal				4,419.99
Total GST 10%				442.01
Invoice Total AUD				4,862.00
Total Net Payments AUD				0.00
Amount Due AUD				4,862.00

Due Date: 12 Feb 2024

EFT: Please use invoice number as payment reference
Bank: Commonwealth Bank
Account name: Lifestyle Charters Pty Ltd
Account Number: 10250673
BSB: 062243



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LIFESTYLE CHARTERS

CHARTER TERMS & CONDITIONS

1. DEFINITIONS

In this agreement, the following terms have the following corresponding meaning:

- Agent means the agent through which the charter was booked
- Charter means the cruise for which the charterer is paying and the operator is providing
- Charterer means the client who is paying for the charter
- Charterer's Group means all the passengers who will take part in the charter
- Master means the duly qualified person in charge of the vessel
- Operator means the owner or operator of the vessel as specified in the schedule
- Vessel means the operator's vessel or vessels specified in the schedule

2. QUOTATIONS

- a. Quotes are valid for 14 days only, after which they may be subject to price changes.

3. CHARTER CAPACITY

- a. Final charter numbers must be confirmed at least 48 hours prior to the charter commencing.
- b. Where catering is required, final numbers must be confirmed by writing at least five days prior to the charter commencing.
- c. No additional guests will be able to board the vessel on the day of the charter, unless otherwise agreed to by Lifestyle Charters.
- d. Refunds will not be given for no-shows or latecomers.

4. ACCESS TO THE YACHT

- a. The Charterer and their guests may only board the vessel at the time their booking is scheduled to commence. Access prior to this time (bump-in) must be approved in writing by Lifestyle Charters least 48 hours prior to the Charter commencing.
- b. The Charterer and their guests shall vacate the vessel by the agreed time set out on client confirmation. Specific arrangements to extend must be confirmed by the Captain of the vessel. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based on the hourly rate for vessel hire and hourly staff charges).

5. GUEST CONDUCT AND SAFETY

- a. The Head Charterer is responsible for the behaviour, security and safety of themselves, their guests and any associated contractors whilst they are onboard the vessel.
- b. The Head Charterer shall observe and comply with all instructions given by Lifestyle Charters crew and with the provisions of the Day Charter Agreement.
- c. It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance onboard the vessel. Any guest found to be under the influence of an illegal substance will be immediately removed from the vessel.
- d. Lifestyle Charters' crew reserve the right to request the removal of any guest behaving in a dangerous, disorderly, argumentative, offensive, illegal or objectionable way.

- e. The safety of crew and guests is our first priority. If the behaviour of any charter guest threatens this safety, police will be notified and the charter will be immediately suspended.

6. SHOES

- a. Lifestyle Charters has a strict soft shoe and no black shoe policy.

7. CATERING

- a. Catering is to be finalised at least seven days prior to the event.
- b. Where a chef is required on board, 21 days notice is required to allow time to book a chef.
- c. Menus contain allergens and are prepared in kitchens that handle nuts, shellfish, gluten and eggs. Whilst all reasonable efforts are taken to accommodate guest dietary needs, Lifestyle Charters cannot guarantee that food will be allergy free. Any dietary requirements are required to be ordered and confirmed prior to the event.

8. MUSIC

- a. Lifestyle Charters music system will be available during charters. Volume and control will be managed by the yachts crew and any DJ equipment or sound systems must be discussed with the captain prior to commencement. If you would like your music to be played, please create a public Spotify playlist in advance so the crew can download and play for you on the day.

9. SMOKING

- a. The captain on board will let guests know where smoking will be permitted on board and when. Any violation of this instruction by the captain may result in the termination of the charter or immediate disembarking of the guest violating orders.

10. MEDIA

- a. Lifestyle Charters may capture imagery from the client's events and post on its social media channels and website. This may include images, testimonials, videos and audio. It is the responsibility of the lead charterer to inform guests of this possibility.

11. RIGHT OF REFUSAL

- a. Lifestyle Charters and/or its Agent reserves the right to refuse bookings which contravene these Terms and Conditions. The Charterer must provide all necessary details to the Agent about the charter and the charterer's group.

12. BOOKINGS AND DEPOSITS

- a. A booking request is not secured until a deposit has been received by Lifestyle Charters or its agents.
- b. A deposit of at least \$1000 is required to secure a booking, select vessels require 50% of charter fee for the deposit. Once received, the booking is confirmed.
- c. Tentative bookings will be held in good faith for up to one week pending payment of a deposit, or until another party wants to book the same vessel, whichever is sooner.
- d. All bookings made within 14 days of Charter date require payment in full at the time of booking.

13. FINAL PAYMENT

- a. Final guest numbers and final payment is required 14 days prior to the Charter unless otherwise agreed.
- b. The final guest numbers specified by the Charterer at least 14 days prior to the Charter will be deemed the minimum number of guests for catering charges. After this time the

guest numbers may increase if agreed by the Agent/Operator, however they cannot decrease.

- c. Any additional passengers on the day (within vessel capacities) will be charged accordingly.

14. METHODS OF PAYMENT

- a. EFT, cash or credit card. Credit card surcharges apply.

15. CANCELLATIONS

- a. Cancellations made more than 60 days prior - a full refund available
- b. Cancellations made 59 to 30 days prior - the deposit is non-refundable. If the vessel takes another booking in the same time frame for the same value, the deposit can be refunded.
- c. Cancellations made less than 30 days prior - full payment is non-refundable. If the vessel takes another booking in the same time frame for the same value, the money paid can be refunded less any catering charges incurred by Lifestyle charters.
- d. Cancellations must be made in writing to Lifestyle Charters
- e. Lifestyle Charters reserves the right to cancel any booking and refund any monies paid as a result of unforeseen circumstances.

16. ADDITIONAL CHARGES

- a. A security deposit between \$1000 and \$5000 depending on the vessel is payable prior to boarding the vessel for your charter.
- b. The security bond may be applied by the Operator to cover additional costs including but not limited to damage to the vessel, its equipment and fittings, additional services, excessive cleaning charges and any other costs attributable to the Charterer's Group.
- c. The Charterer is liable to cover the total cost of expenses which may exceed the initial bond amount. The security bond or the balance thereof will be refunded seven days after the Charter.
- d. Any additional charges on the day of service are to be immediately charged to the credit card provided by the client or deducted from the security deposit. This includes but is not limited to extensions of Charter, additional guests, additional services, pay-on-consumption beverages, waiting time for embarking and disembarking at wharves, water taxis and any other additional charges notified by the Operator.

17. RESPONSIBLE SERVICE OF ALCOHOL

- a. The Operator is bound by the NSW Liquor Act and must abide by the guidelines for the Responsible Service of Alcohol.
- b. The Operator must refuse service of alcohol to both intoxicated persons and guests under the age of 18.
- c. The Operator may refuse service of alcohol to any individual in the Operator's absolute discretion at any time.
- d. Intoxicated guests will not be permitted to board.
- e. The Vessel has the right not to serve shots or double-shot drinks under any circumstances.
- f. When alcohol is served on a Vessel, substantial food must also be provided to satisfy the RSA obligations. Light snacks such as chips and nuts are not considered to be substantial food. The Operator has the right to refuse passengers boarding if sufficient food is not provided.
- g. Guests are not permitted to carry open liquor from the Vessel on disembarkation.
- h. Indecent behaviour on a licensed vessel is prohibited under the NSW Liquor Act and your charter will be terminated in the event of unacceptable behaviour as determined by the crew, and if such circumstances occur there will be no refunds.

18. SUBSTITUTE VESSEL

- a. In the event of a mechanical problem to the booked vessel, the Agent reserves the right to provide another vessel of similar style and capacity in order for the Charter to be completed.

19. WEATHER CONDITIONS

- a. All Charters will proceed regardless of weather conditions unless deemed unsafe by the by the Master on the day.

20. RESPONSIBILITY OF THE CHARTERER

- a. The Charterer is at all times responsible for the conduct of the Charterer's group.

21. DAMAGE TO THE VESSEL

- a. The Charterer shall notify Lifestyle Charters crew immediately on becoming aware of any damage or loss to the vessel, its facilities or equipment and of any injury to any person whatsoever during the charter.
- b. The Charterer shall be responsible for the cost of making good any damage or loss caused to the vessel and its furniture, fittings and equipment arising out of and/or in the course of the Charterer's Charter.
- c. If the amount to make good any damage or loss caused is greater than the amount of the security deposit, the Charterer will be forwarded an invoice for settlement within 7 days.

22. LIMIT OF LIABILITY

- a. The Charterer is liable for themselves, their employees and any contractors whom they may engage in relation to the event and indemnifies Lifestyle Charters, all Lifestyle Charters employees and caterers against any claims, actions losses, demands, damages and expenses for which Lifestyle Charters, its employees and caterers shall or may become liable or suffer in respect of damage to Lifestyle Charters property or injury or death of persons arising out of any wilful, unlawful or negligent act or omission of the Charterer, its employees, agents or subcontractors in connection with this event.
- b. It is the responsibility of the Charterer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.
- c. Failure to comply with any of the above provisions will result in immediate suspension of the Charter without refund.

23. RISK WARNING

- a. There are inherent risks and dangers on board any vessel. All passengers participate in the Charter entirely at their own risk.

24. SWIMMING

- a. Swimming is only permitted during daylight hours when the vessel is stationary and in the absolute discretion of the crew.

25. ACCEPTANCE

- a. By accepting the quotation and paying a deposit, the Charterer agrees to be bound by these Terms and Conditions.
- b. The Charterer acknowledges that he or she has read and understood these Terms and Conditions and has or will convey these conditions to all of the Charterer's Group.