



PRESTIGE RENTALS

YACHT CHARTER TERMS



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Yacht Charter Terms

This document outlines the terms and conditions that govern all yacht charter bookings made through Prestige Rentals Pty Ltd ("the Agent"). This Agreement is between three parties: the Client, the Agent, and the Owner of the Vessel. By making a booking, the Client acknowledges they have read, understood, and agreed to be bound by these terms.

1. DEFINITIONS

- **"Agent," "We," "Us," "Our":** Prestige Rentals Pty Ltd (ABN 81 617 637 797), acting as an intermediary to facilitate the booking.
- **"Charter":** The booking of a Vessel for a specific date, time, and purpose as detailed in the Charter Agreement.
- **"Charter Fee":** The total amount payable for the Charter, as specified in the Invoice.
- **"Client," "You," "Your":** The individual, company, or entity named as the "Client" on the Charter Agreement and Invoice, who is responsible for the conduct of all guests.
- **"Owner":** The owner or manager of the Vessel who has operational control and legal responsibility for the Vessel, its crew, and its seaworthiness.
- **"Vessel":** The yacht or boat specified in the Charter Agreement.
- **"Security Bond":** A refundable payment held against any damage, additional time, or unexpected charges incurred during the Charter.

2. THE AGREEMENT AND PARTIES' ROLES

2.1. This Agreement is between Prestige Rentals (as the Agent), the Client and the Owner.

2.2. **Agent's Role:** Prestige Rentals Pty Ltd acts solely as the booking agent for the Owner. Our responsibility is limited to facilitating the booking, processing payments, and communicating between the Client and the Owner. We are not the Operator of the Vessel.

2.3. **Owner's Role:** The Owner is the entity responsible for the operation, maintenance, and seaworthiness of the Vessel, as well as for providing the crew and a safe charter experience.

2.4. **Client's Role:** The Client agrees to pay the Charter Fee, comply with all terms of this Agreement, and is responsible for the conduct of all guests during the Charter.

3. BOOKING AND PAYMENT

3.1. A booking is considered confirmed only upon our receipt of a signed Charter Agreement and the full payment of the Charter Fee and any applicable Security Bond, as detailed in the Invoice.

3.2. A refundable Security Bond in the amount of AUD \$2,500 is payable no later than two (2) business days prior to the scheduled charter date. Provided no claims are made, the bond will be returned to the Client within five (5) business days following the conclusion of the event. In the event of a claim for damage, the refund process may be extended until such matters are resolved between the Owner and the Client.

4. CANCELLATIONS BY THE CLIENT

4.1. **Cancellations more than 28 days prior to the Charter date** will receive a 100% credit for a future booking.

4.2. **Cancellations between 7 and 28 days prior to the Charter date** will receive a 50% credit for a future booking.

4.3. **Cancellations within 7 days of the Charter date are not refundable.** All payments will be forfeited. This clause is a genuine pre-estimate of the significant loss incurred by the Owner due to the inability to re-book a high-value asset on short notice.

4.4. All cancellation requests must be made in writing via email to info@prestige.rentals.

5. CANCELLATIONS BY THE OWNER

5.1. **Unavailability of Vessel:** The Owner reserves the right to cancel a Charter due to unforeseen circumstances, including but not limited to, mechanical failure, mandatory regulatory surveys, damage to the Vessel, or any other event that renders the Vessel unsafe or unavailable for service.

5.2. **Exclusive Remedy:** In the event of a cancellation initiated by the Owner, the Agent will, on behalf of the Owner, offer the Client one of the following, at the Owner's sole discretion:

- A **full and immediate refund** of the Charter Fee paid.
- An offer of an alternative Vessel, which may be more or less expensive depending on the calibre of the vessel and its indicated website pricing. If the alternative Vessel is less expensive, the Client will be refunded the difference. If it is more expensive, the Client will be required to pay the difference. If the Client rejects this reasonable alternative, their sole remedy remains a full refund.

5.3. **Agent's Limitation of Liability:** The Client acknowledges and agrees that a full refund of the Charter Fee is their exclusive remedy for a cancellation by the Owner. The Agent (Prestige Rentals) will not be liable for any other costs, damages, or losses incurred by the Client, including but not limited to, consequential loss, incidental expenses, or the cost of alternative arrangements. The Agent's role in this circumstance is to facilitate the refund or alternative booking.

6. FORCE MAJEURE AND WEATHER

6.1. Neither the Client, the Owner, nor the Agent shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" includes, but is not limited to, acts of God, extreme weather conditions (as determined by the Owner's Captain), natural disasters, fire, flood, war, civil unrest, or any government action.

6.2. If the weather conditions are deemed unsafe by the Owner's Captain, as determined at their sole discretion, the Agent will provide a 100% credit for a future booking. A "full refund" is not applicable under this clause.

7. CLIENT'S OBLIGATIONS AND CODE OF CONDUCT

7.1. The Client assumes full and complete responsibility for the conduct and behavior of all guests and must ensure that all guests comply with these terms and the instructions of the Owner's Captain and crew. The Client is the single point of responsibility for all guests.

7.2. The maximum number of guests must not exceed the number specified in the Charter Agreement.

7.3. The Client and all guests must not wear shoes, bring red wine or coloured drinks, or dipping oil on board, as these items may cause damage to the Vessel.

7.4. No smoking or vaping is permitted inside the cabin.

7.5. No items other than toilet paper are to be put down the toilets.

7.6. The Client acknowledges that the Owner's staff are the sole providers of all services unless expressly stated otherwise in the Charter Agreement.

8. DAMAGES AND SECURITY BOND

8.1. Client's Responsibility for Damage: The Client is solely and absolutely responsible to the Owner for any and all damage, loss, or theft of the Vessel and its equipment, whether caused by the Client, any of their guests, or by a breach of these terms. This responsibility is not limited to the amount of the Security Bond.

8.2. Damage Cost Calculation: The cost of repairs, replacement, or cleaning will be calculated at the cost to the Owner plus a 50% administrative and operational fee. This fee covers our time and effort in managing the repairs, sourcing parts, and lost income from potential charters due to the Vessel being unavailable.

8.3. Deduction from Security Bond: Any damage costs, including the administrative fee, will first be deducted from the Security Bond.

8.4. Major Damage and Excess: For any damage deemed "major" by the Owner, the Client is liable for an excess of \$15,000, which will be charged in addition to any amounts deducted from the Security Bond. Major damage includes, but is not limited to, damage to the hull, engine, electronics, or other critical structural or mechanical components that require repairs or render the vessel inoperable.

8.5. Additional Payment: If the total cost of damage exceeds the Security Bond, the Client agrees to make an additional payment to cover the remaining balance within seven (7) business days of receiving a final invoice detailing the costs.

8.6. Carpet Stains: Carpet stains, if they occur, will incur a minimum charge of \$300 or the full cost of steam cleaning, whichever is greater.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1. To the fullest extent permitted by law, the Agent (Prestige Rentals), its officers, employees, and agents shall not be liable to the Client or any guest for any injury, death, property damage, or other loss or damage of any kind whatsoever arising out of or in connection with the Charter.

9.2. Without limiting the generality of the foregoing, the Agent explicitly excludes liability for any indirect, special, consequential, or incidental losses, damages, or expenses.

9.3. Client Indemnity: The Client hereby indemnifies and holds harmless the Agent (Prestige Rentals), its officers, employees, and agents against any and all claims, demands, actions, liabilities, costs, or expenses (including legal fees on a full indemnity basis) arising from the Charter. This indemnity applies to, but is not limited to, claims related to:

- Damage to the Vessel caused by the Client or their guests.
- Injury or death to any person, including guests, crew, or third parties, caused by the actions or omissions of the Client or their guests.
- Any breach of these terms by the Client or their guests.

9.4. Agent's Indemnity: The Owner agrees to indemnify and hold harmless the Agent against any claims made by the Client or any third party arising from the Owner's negligence, breach of contract, or any other act or omission in the performance of the Charter.

10. GOVERNING LAW

10.1. This Agreement is governed by and shall be construed in accordance with the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria.

11. ACKNOWLEDGMENT

11.1. By paying the Charter Fee and/or signing the Charter Agreement, the Client confirms that they have read, understood, and agreed to all the terms and conditions herein. The Client acknowledges that these terms represent the entire agreement between the parties and supersedes all prior representations, communications, and agreements.

Appendix

A. KEY POINTS

Key Points to for easy Client reference as follows:

1. Minimum 3 hour charters
2. Overnight Stays Welcome
3. BYO Food \$10 per guest
4. BYO Alcohol \$10 per guest
5. If BYO ice and plastic cups supplied by Guest
6. Eskies & stainless steel drink buckets supplied by Host
7. Alcohol (beer, wine, champagne, spirits, juice, water) \$20 per person per hour
8. Catering (meat, cheese, fruit, sandwich & savoury platters) \$20 per person per hour
9. Professional DJ and Sound Equipment \$300 per hour
10. Supply of Pioneer DJ Decks (excluding DJ) \$300
11. Professional Photographer \$250 per hour
12. Professional Videographer \$2000
13. Bar Tender or Waitress \$100 per hour
14. Minimum age for onboard drinking is 18 years old
15. Smoking is not permitted
16. Vape and e-cigarettes in open air only
17. Shoes to be removed prior to boarding
18. No red wine allowed to prevent carpet and timber stains
19. No drinks allowed in carpeted areas
20. Must not exceed passenger capacity
21. No flushing tampons or large amount of toilet paper
22. Boarding 15 minutes prior to departure
23. Keep a good look on your fellow passengers for safety
24. Report anyone unwell or falling overboard immediately
25. No sitting on the bow of the vessel unless less than 6 knots travel speed
26. Captain will count and induct passengers upon arrival
27. Life Jacket & Fire Extinguisher locations should be known
28. Loud music welcome
29. Please drink responsibly
30. Please respect the boat as it's your own
31. Please keep the vessel neat & tidy
32. Prestige Rentals to clean the vessel
33. Damages are charge at the cost of repair plus time
34. Carpet Stains \$300 minimum or cost of steam cleaning
35. Man Overboard will force a return to Marina
36. Cancellations outside 28 days receive 100% credit
37. Cancellations between 7-28 days receive 50% credit
38. Cancellations within 7 days are not refundable
39. If weather conditions are unsafe, 100% credit provided
40. Contact Hours 24 hours 7 days a week on 0414 000 111
41. Be safe & have fun

SAFE TRAVELS

Thankyou for choosing to hire with Prestige Rentals. We hope you have a safe and memorable charter. Please feel free to contact us at anytime.

PRESTIGE CONTACT DETAILS

RESERVATIONS
0414 000 111
www.prestige.rentals
info@prestige.rentals

ACCOUNTS
0414 000 111
accounts@prestige.rentals

AFTER HOURS
0414 000 111

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