



SYDNEY BY SAIL PTY LTD A.B.N. 44 071 366 633
 Festival Pontoon. Australian National Maritime Museum
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CONDITIONS OF BAREBOAT CHARTER

Please read and sign the following conditions of charter before returning this document to Sydney By Sail. A representative of Sydney By Sail will give a briefing on board the vessel. If after the briefing it is considered that the Charterer does not have sufficient experience to master the vessel, Sydney By Sail reserves the right to employ a skipper for the charter, at additional cost to you.

Sydney boasts a magnificent sailing harbour, which all should enjoy. Safety first and foremost is the most important guiding principle on the harbour and we suggest all charterers be conservative in their judgment and actions. All persons on a vessel must obey the directions of all maritime authorities and comply with all maritime regulations. We strongly recommend that each charterer make themselves aware of the regulations for sailing on Sydney Harbour prior to the charter and ask for any additional information from Sydney By Sail.

Set out below are the conditions for chartering a vessel from Sydney By Sail. Additional conditions for booking a charter must also be complied with, as set out in the Sydney By Sail documents given to the Charterer prior to the booking. Although we have many return Charterers, please take the time to familiarise yourself with all the conditions of the charter before you book. Failure to comply with any condition will result in the forfeiture of all or part of the security bond.

WHO IS RESPONSIBLE?	<p>Except where the vessel is under the control of a master from Sydney By Sail, the Charterer is the master of the vessel and responsible for themselves, their crew (including passengers), the vessel (including the conditions of the charter and the conditions set out in the Charter Manual on board the vessel) and for all contact with other vessels and objects on the harbour.</p> <p>Whilst the Charterer shall have possession, command and full control of the yacht is responsible for the safe navigation and operation of the vessel and is the sole judge as to whether it is safe and prudent to sail at any given time, having regard to the weather and the circumstances, and as to whether any anchorage is reasonably safe. Subject to the safe conduct of the vessel and all persons, the master shall obey all reasonable directions from the Sydney By Sail and provide instructions to the passengers on how to don a life jacket, the locations and operation of the safety equipment and movement around the vessel.</p> <p>The Charterer agrees not to carry more than the specified number of passengers, and also agrees not to permit any other party, except competent members from his own party, to operate the vessel.</p> <p>The Charterer must obey the directions of all maritime authorities and comply with all maritime regulations and ensure all the crew (including passengers) obey all reasonable directions of the Charterer.</p> <p>The vessel shall be delivered to the Charterer with adequate fuel and water. Sydney By Sail shall relinquish their possession, command and navigation of the vessel to the Charterer at the commencement of the charter period.</p>
WHERE CAN THE VESSEL GO?	<p>The yacht cannot be sailed out of Sydney Harbour (Port Jackson), the limited area within the harbour being WEST of an imaginary line drawn between inner South Head and Cannae Point, EAST of the Roseville Bridge and WEST to Figtree Bridge on the Lane Cove River and EAST of Breakfast Point, Cabarita on the Parramatta River.</p> <p>The vessel must not enter Sydney Cove (Circular Quay) When the swell in the harbour exceeds 0.5m, the vessel must not pass an imaginary line between Middle Head and South Head.</p>
THE VESSEL AT ANCHOR	<p>The Charterer must comply with all regulations for anchoring a vessel on Sydney Harbour. Except in the event of an emergency, the vessel must be at anchor overnight and remain so between the hours of sunset and sunrise.</p>
DOCKING THE VESSEL	<p>The vessel may only be brought alongside the Festival Pontoon of the Maritime Museum and public wharves suitable for yachts found at Rose Bay and Rushcutters Bay. Use of any other wharf or rafting the vessel alongside another vessel is strictly forbidden and may result in the entire loss of the security bond.</p>
RETURNING THE VESSEL	<p>The Charterer agrees to surrender the vessel to Sydney By Sail within the booked session time.</p> <p>The Charterer must call Sydney By Sail on approach to the Festival Pontoon of the Maritime Museum, whereupon a member of staff will provide instructions for where to dock. A late fee of \$100.00 per hour or part thereof will be charged to the Charterer if the vessel is not returned within the booked session time.</p> <p>The Charterer should check the inventory list in the information manual for the vessel. The vessel must be returned in the same condition as it was chartered, with any galley equipment used left clean and sails and running rigging secure.</p> <p>The Charterer shall keep the vessel in good running order and in the same condition as when received from Sydney By Sail, subject to reasonable wear and tear and ordinary depreciation.</p> <p>On returning the vessel, the costs and incidental to any loss or damaged item may be deducted from the security bond.</p>
WHAT SHOULD WE WEAR?	<p>The Charterer should ensure that all crew (including passengers) wear life jackets as required and do not wear dark or black soled shoes or inappropriate heeled shoes. Comfortable clothing is recommended, as well as sun protection (including a hat and sunscreen). A \$100.00 cleaning fee is charged to the charterer for the removal of marks caused by footwear</p>
WHAT SHOULD WE BRING?	<p>BYO food and drinks is permitted, however all refuse and empties must be removed from the vessel and the galley left in the same condition as at the commencement of the charter. Catered food and beverages are available from Laissez Faire & Shorty's Liquor and ordered through Sydney By Sail (these companies are aware of the requirements for our yachts). No other caterer is permitted to deliver food and beverages unless authorised in writing by Sydney By Sail. A minimum handling/corkage fee of \$25 (subject to increase and based on the size of the order) per vessel is applied to all beverage orders. All personal medical requirements should be brought and readily available to the crew member (particularly inhalers</p>

	and heart medication). Movement of the vessel, including at anchor, may sometimes cause nausea.
ALCOHOL AND SMOKING	Alcohol should be consumed only in moderation by all persons on the vessel. The master of the vessel must not have a blood alcohol reading of 0.05% or above. Sydney By Sail also recommends that the Charterer should not maintain a blood alcohol reading of 0.05% or above. Please discard any smoking refuse responsibly and not in the harbour. Ensure all lighted objects are put out before being added to refuse. Smoking is not permitted below decks on any vessel. Smoking below decks results in a \$200.00 fee charged to the Charterer.
WHAT SHOULD WE TAKE AWAY FROM THE VESSEL?	Please discard any refuse responsibly and not in the harbour. Please ensure the vessel is clean at the end of the charter. Charterers supplying their own catering are responsible for ensuring the vessel is clean after use and all refuse removed from the Sydney By Sail premises. Any food remaining after the charter must be placed in the rubbish. Any drink remaining after the charter must be collected within 48hrs, or will be forfeited to Sydney By Sail.
INBOARD TOILET	The Charterer must ensure familiarity with the operation of the marine toilet for all persons on the vessels. Sydney By Sail will charge the Charterer a minimum \$100.00 fee for unblocking the toilet, together with any further expenses for parts and labour.
WHEN DOES THE CHARTER COMMENCE AND END?	The Charterer must comply with the booking conditions to provide payment and the security bond, when the date and time of the charter will be set. Sydney By Sail suggests the Charterer and any crew assembly at the office about 20 minutes before the charter to finalise any matters and return within the session time, allowing for return of the vessel in the clean and tidy condition it was found. The Charterer agrees to restrict the usage of the vessel to the times agreed with Sydney By Sail. If an overnight charter, then the vessel cannot be moved between sunset and sunrise and Sydney By Sail recommends that the vessel not be sailed after half an hour before the advised time of sunset and prior to half an hour after the advised time of sunrise.
WHICH YACHT?	As much as possible, Sydney By Sail will try to ensure that the Charterer has a vessel of their choice but the type of vessel and the conditions of charter, including the number of people on the yacht, are solely at the discretion of Sydney By Sail. Sydney By Sail shall deliver the vessel in full commission and working order, outfitted as a yacht of her size, type and accommodation with full equipment (including that as required by law), clean and in good condition. The Charterer agrees to examine the vessel before departure and, by accepting the yacht, has deemed it to be properly outfitted and note any prior damage. Should no vessel be available from Sydney By Sail, then the Charterer may cancel the booking and Sydney By Sail shall return all monies in full.
WHAT IS THE COST?	As noted in the Booking Conditions, the cost of the charter varies according to the vessel, the time when the charter is taken, its duration and other conditions. The Security Bond of \$2,000 is <u>authorised</u> on a credit card of the Charterer. The Security Bond is cancelled within 5 working days of the end of the charter, less any charge for loss, damage or theft from the vessel. Sydney By Sail will accept a cash deposit.
INSURANCE	SYDNEY BY SAIL shall insure the yacht and the charterers against the hull and machinery risks, collision, liability, risks and protection and indemnity risks as stated in the policy for the term of this charter as protection for the loss or damage which may be occasioned by the yacht during the charter period. Any excess or deductible under the terms of the policy may be deducted by Sydney By Sail from the security bond. The yacht is insured provided that the terms of this agreement are met. If the Charterer is in breach of any of the conditions regarding the operation of the yacht then the Charterer may be liable for full cost of and incidental to the repairs to the vessel and any claims against the master of that vessel or Sydney By Sail.
INDEMNITY	The Charterer agrees to indemnify, reimburse and hold SBS nameless from all and against all claims, losses, liabilities, suits, judgments or causes and actions and all legal proceedings whether civil or criminal, penalties, fines or other sanctions and any other costs or expense in connection therewith which may result from or arise in any manner of management, control, chartering, encumbering use or operation of the yacht by the Charterer arising howsoever, including for any failure to comply with the terms of this agreement. No claim shall be brought against any servant or agent of Sydney By Sail by the Charterer or any of the crew or passengers or guests or persons on board the yacht and the Charterer hereby agrees that Sydney By Sail shall be entitled to indemnify any person against whom such a claim is brought and that the Charterer will indemnify Sydney By Sail in respect of all monies paid and expenses incurred by Sydney By Sail in respect of such a claim.
LIMITATION OF LIABILITY	Sydney By Sail and its servants and agents (including its insurance underwriter) shall not be liable for any property loss or damage or personal injury of indirect special or consequential damage sustained by the Charterer or members of the charter party or any third party whether such property loss or damage, personal injury or indirect or consequential damages shall be caused by or arise from negligence or unskilfulness of charterers.
ACCIDENT	In the event of any accident, loss or breakdown the Charterer shall immediately notify Sydney By Sail and shall not, accept to the extent necessary to avert or minimise the loss of a yacht, authorise or undertake repairs to the vessel without prior authorisation of Sydney By Sail. The Charterer shall be responsible for the costs of and incidental to consequences of any unauthorised repairs. The Charterer shall make no admission of liability to any party in respect of any claim arising out of such accident, loss, breakdown or disaster.

NAME.....

EMAIL ADDRESS.....

ADDRESS.....

DATE OF CHARTER.....

TOWN/CITY.....

TIME OF CHARTER

STATE.....P/CODE.....

MODEL OF VESSEL

TELEPHONE NO.

SIGNED

DATE