

# **Booking Terms & Conditions for Sunrunner Pty Ltd t/a A Rent A Yacht Holidays**

These booking conditions apply to any booking made directly through Rent A Yacht Holidays (ABN: 80 121 969 104) and should be read and understood prior to signing.

## **1. Your contract**

Your charter contract is considered confirmed once your paperwork is complete, your skipper's experience has been reviewed and approved by the Operator and the charter deposit has been made. Late payment of the deposit or balance can result in your booking being cancelled at the discretion of the Operator.

Your charter contract is with the Operator, tour operator, or other service provider. Rent A Yacht Holidays acts as an Agent and accepts no liability for any matters arising from or otherwise connected with your contract. The Operator's charter Terms & Conditions/ agreement form the basis of your charter contract.

Our system-generated tax invoice and email confirmation highlighting the details of your charter and the Operator's charter agreement, form the terms of service. You are required to ensure that these details are correct. By signing the Operator's charter agreement and paying your deposit to secure your charter, you are accepting these bookings conditions.

## **2. Your charter price**

The charter price is quoted in Australian Dollars. Once you have made your deposit, the cost of your holiday is not subject to change. However until that deposit is received, prices are subject to fluctuations and change. All quotes, unless confirmed with a deposit, are subject to change by the charter Operator without notice.

## **3. Vessel availability**

Your vessel is subject to availability at the time of quoting. Until a deposit is received, the availability of your desired vessel may change daily. In order to secure the vessel of your choice for your chosen travel dates, a booking deposit is required. Please refer to the charter Operator charter agreement for individual policies relating to vessel availability at the time of charter.

## **4. Payment options**

You can pay either by direct deposit into our nominated bank account or via credit card over the telephone. Details are as follows:

Account name: Sunrunner Pty Ltd T/A Rent A Yacht Holidays

BSB: 064-826

Account: 1028 4949

Bank SWIFT Code: CTBAAU2S

Reference: Please use your quote reference number

You can call us 7 days a week between 8am-5pm AEST on +61 (7) 4948 8280 with your credit card details. A credit card surcharge of 2.5% Visa/MasterCard and 4% AMEX applies. Diners card is not accepted.

## **5. Payment schedule**

Required payment amount and the payment schedule:

- \$750 AUD required as booking deposit to secure vessel and travel dates
- Balance due: dependent on charter Operator (between 70-30 days prior to the charter commencing). You will be advised on your tax invoice of the payment due date.

## **6. Changes to the booking**

Once the confirmation deposit has been paid, should you wish to make any changes to your charter booking we will do our utmost to facilitate those changes. However the changes will be at the discretion of the charter Operator. Any request for changes must be made in writing and by the main contact person on the booking. You will be responsible for any costs we incur as a result of any changes made to the booking, which you request.

## **7. Booking cancellation**

You may cancel your charter bookings at any time. Written notification of cancellation from the main contact person must be received by us via email, post or in person. Cancellation will be effective on the date it is received by us. Cancellation charges are payable as follows.

Period before departure within with notice of cancellation or major change is received by us:

- More than 70 days: Deposit only
- 70-43 days: 40% of total charter cost
- 42-`5 days: 60% of total charter cost
- 14 days and under: 100% of total charter cost

## **8. Travel insurance**

Rent A Yacht Holidays recommends travel and cancellation insurance to protect against unforeseen curtailments or circumstances beyond travellers' control forcing cancellation. Most Operator charter agreements require the balance of funds to be paid a minimum of 70 days prior to the charter commencing. Once charter fees are paid no refunds are made in the event you are unable to continue with the charter. Inclement weather, health issues, travel arrangement cancellations/rescheduling (flights etc) are some of the situations in which travel insurance would be required to prevent loss of the charter fee paid.

**9. Applicable law**

These conditions shall be governed by the laws of the State of Queensland and the Commonwealth of Australia and any dispute arising or relating to the agreement or the charter shall be referred to the courts of Queensland and be heard at the nearest relevant court, being the Magistrates Court at Proserpine, the District Court at Bowen or the Supreme Court at Mackay.

**10. Force majeure**

No compensation for your associated holiday expenses such as flights, accommodation etc will be paid nor a replacement charter offered where the change or cancellation is due to "Force majeure". "Force majeure" means unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural (including cyclones, floods etc) and nuclear disaster, fire and adverse conditions.

**11. Complaint handling**

If you have a problem during your holiday, please contact the charter Operator directly at the time the issue occurs. If your complaint is not resolved locally, please follow this up within 14 days of the end of your charter by writing to our office, citing your booking reference and all other relevant information.

**12. Our liability to you**

Other than as set out in these Terms & Conditions or as implied by law, we are not liable for any loss or damage suffered or incurred by any person in relation to the holiday arrangements.

**13. Data protection**

We will only use your information to advise you of relevant holiday change information. Rest assured we will not provide your details to third parties without your prior consent. You may request access to your information and request that your details be corrected at any time. If you would like access to your information or would like to be added or removed from our mailing list, please send a letter to [bookings@rentayachtholidays.com](mailto:bookings@rentayachtholidays.com)

I have read and understood the above booking conditions:

Sign: .....

Date: .....

Print name: .....

**Effective: June 5, 2015**