

Terms and Conditions

These are the terms and conditions of Max Charters. Please read them and if you have any queries do not hesitate to contact us. These terms and conditions are in effect once we have accepted your booking either via phone, email or in person.

Number of Passengers:

- Maximum number of passengers is 14 for Island Charters or 18 for River Charters.

Bookings and Payments:

- A bond of \$500 dollars will be held for unblocking of toilet and/or damages to our equipment or vessel, the bond will be returned within 4 days of the conclusion of the charter less any deductions for any of the above services or repairs. Should the bond not cover the cost of repairs the balance of cost for repairs will be charged to the credit card provided for bond, deposit, charter extras selected & balance of payments.
- All bookings require credit card details to be held by us as security, and the bond payment of \$500 with an additional deposit payment of 20% of the charter cost quoted. We will not make any additional changes to your credit card unless specified or in accordance with our terms and conditions.
- All trips are refundable if we cancel or reschedule the trip.
- Gift vouchers are non-refundable and we only reschedule gift voucher bookings.
- The person making the booking is responsible for the deposit & balance of payment for the organised charter.
- Deposit is required at time of booking, once your charter has been confirmed with balance of charter payment to be paid no later than 7 days prior to charter date.

Cancellations and Refunds:

- Max Charters requires 10 days' notice if you wish to cancel your booking. In the event that 10 days' notice is not given you will forfeit your deposit. However, if notice is given with less than 7 days' notice you are then liable to pay for the booking (we may charge your credit card the full amount of the booked trip).
- You may nominate a full refund of deposit or transfer your deposit to an alternative date if your trip has been cancelled by Max Charters.
- If a person becomes unwell and requests to be returned back to shore, then no refund will be given and it is also up to the Skipper's discretion whether or not to return to port.
- Max Charters will not be held liable for any indirect costs incurred by booking a charter with us.
- In the event the trip is cancelled at any time by Max Charters, we will not be held liable for any travel costs, meals, accommodation or any other costs the customer may have incurred.

Gift Vouchers:

- Gift vouchers must be produced at the time of booking.
- If the customer holding the charter voucher misses the charter on the booked day without providing minimum 7 day notice then the voucher will be forfeited.
- Gift vouchers are not transferrable or refundable.
- Gift vouchers must be redeemed within 12 months of purchase (unless shorter time frame specified on the voucher)

Weather:

- All charters are subject to suitable weather conditions & tides (the decision is made at the discretion of the skipper) and we reserve the right to cancel any trip due to bad weather or unsuitable tides (even at short notice) Winery charters are restricted by tides, we will always contact you to confirm acceptance of your booking based on current tidal date.

- Due to the size of our vessel off-shore trips are pending on weather conditions. To travel to Rottneest Island we require reasonably settled conditions. If inclement weather conditions prevail, it is up to the Skipper's discretion as to whether the trip will proceed. You may nominate a full refund of deposited funds or transfer your deposited funds to an alternative date if your trip has been cancelled due to weather.
- In an instance where the weather may turn unexpectedly it is at the discretion of the Skipper to return to port, no refunds will be offered for shortened charters.

Safety Brief:

- A safety brief is given on board before departure; we request you please offer the skipper your undivided attention during this brief to get charter underway and for the benefit of safety for all on-board.
- All customers must declare any pre-existing medical conditions or any medication prior to booking and departure, should they believe assistance or observation may be necessary during the charter (as some people may require special attention in the case of emergency).
- We have the right to ask any customer to wear a life jacket at any time.
- All children under 16 need to be accompanied by an adult (and they must wear a life jacket at all times while boat is moving under power).
- Those who are unable to swim are asked to wear a life jacket at all times.
- For passengers with very young children we advise to bring a life jacket suitable for your child as Life Jackets on-board are adult size only. You can purchase these economically from BCF, Whitworths or similar

General Rules:

- Please have all your guests arrive 20 minutes prior to the departure time of your trip (at the designated collection point)
- No smoking on the vessel.
- All passengers using water toys including, paddle boards, water scooters, snorkelling equipment belonging to Max Charters do so at their own risk, Max Charters will not be responsible for any injury to any persons from the use of our water toys, and this responsibility will be solely with the user.

Bucks/hens, corporate male/female only events

- If you elect to bring "entertainment" on-board please advise us in advance for crew purposes. Additionally please confirm itinerary of how many entertainers, from where they will board and where they will disembark at time of booking. If you elect to alter this arrangement the skipper on your charter can refuse to adhere to your new arrangements, Particularly if it involves pulling up to a jetty not appropriate for our size vessels, or if weather presents a chance of damage to our vessel, or if your arrangements do not fit into our travel times/duration of charter.
- Entertainers must adhere to the vessel rules & regulations and are to be included in total passenger numbers.
- No offensive behaviour must be conducted in view of the public eye.
- We do not offer bucks /hens parties for charters to wineries or swan valley.

Rottneest Island (RIA) special Regulations for domestic charter vessels (DCV)

- Alcohol is only to be consumed whilst on-board the vessel and not in any public spaces.
- Passengers do not do, or engage in offensive, indecent or improper act, conduct or behaviour including obscene, threatening, abusive or insulting language.

Customer Behaviour:

- It is required that all customers behave in a safe and respectful manner to all staff, other guests & our property.
- Please note: Marine toilets differ from household toilets and are sensitive to blocking if any other item is placed in them except for body fluids, body waste & small amounts of toilet paper they may become blocked, should this occur the toilet

may not be available for the rest of your charter. Charges for unblocking toilet will apply and be deducted from your bond. If we find that there has been loss or damage to our equipment or vessel due to negligence or unruly behaviour then the customer will be liable for replacement or repair of the item (funds will be taken from the bond held, if bond is insufficient additional funds will be taken from the credit card that is held for security).

- If anyone displays inappropriate behaviour at any time, we will not hesitate to involve the water police and any other authority to ensure safety of our crew & passengers. The Skipper or crew can terminate the charter and return to Fremantle or the nearest available jetty to disembark passengers, Max Charters will not refund any of the charter costs involved.
- Do not interfere with the boat controls or distract the skipper. The skipper and deck hands are responsible for the vessel and passengers; there authority must be respected at all times.

Alcohol & Drugs:

- As part of normal enjoyment Alcohol is allowed on-board the vessel in the form of canned or stubbie beer, bottled wine, premixed cans of spirits, (No spirits allowed other than premixed cans) however responsible consumption of alcohol is to be adhered to at all times.
- The Skipper reserves the right to: refuse alcohol on-board if he deems it to be unsafe, request any or all passengers to stop further consumption of alcohol if they display inappropriate behaviour, refuse a passenger on-board the vessel if they appear under the influence of alcohol or illicit drugs and can cancel the trip with no refund.
- In keeping with normal legal and social responsibilities, no use of drugs/prohibited substances will be tolerated.
- Collection points are public places and no consumption of alcohol is allowed on the jetty or public area, you may not take open containers of alcohol ashore, Harbour management, security and police enforce this policy under section 119 of the liquor act. Please ensure you have a responsible driver or transportation arranged to pick you up from the jetty.
- Here at Max Charters we want to provide a safe and happy charter experience for our customers. We prefer to limit glass where possible on our vessel for safety reason & request passengers bring plastic cups for drinking wine or champagne rather than glasses or flutes. Boat charters can be dangerous due to boat rocking or movement from weather conditions or passing vessels please be mindful that there is a remote risk of injury or even the more extreme. Please understand and appreciate the dangers involved and once aboard the vessel the customer must assume and accept all these risks.

Applicable to all passengers on all charters....

Turn up drunk; you risk the trip being cancelled, or certain passengers being refused boarding. Please respect this rule as refusal may offend.

(If you are the organiser of the charter booked with Max Charters on date _____ please sign and return this document acknowledging that you and your guests have read, understand and will adhere to the term & conditions of Max Charters listed here in this document.)

Signed: _____

Name: _____

Company: _____

Date: _____

Please sign and return this Terms & Conditions Document to Max Charters office by email booking@maxcharters.com.au or PO Box 1015 Bibra Lake WA 6965 At time of placing deposit.