

Terms and Conditions - Overnight Accommodation and Bareboat Hire

Safety

- Water and vessel based activities contain an element of risk and it should be understood that participation in these activities is your decision and at your risk
- Safety procedures will be explained to you when boarding the vessel and a printed copy is located on the vessel.
- You must accept responsibility for the proper conduct of yourself and any members of your group and obey all safety procedures and rules explained and given to you.
- TME at its absolute discretion may terminate your hire agreement immediately if in TME's opinion your behaviour is likely to cause distress, damage, danger or annoyance to TME, third parties or property, or you refuse to comply with the instructions or orders of TME staff. Upon such termination TME's responsibility for your charter ceases and we shall not be liable for any extra costs incurred by you.

Rules

- You cannot take the vessel off the mooring unless you have paid for a bareboat hire
- No smoking inside vessel
- Children and non-swimmers to wear life jackets when on deck
- Keep windows slightly open on vessel when sleeping to provide adequate ventilation
- Gas off at all times unless cooking

Bareboat

- Evidence of previous sailing and boating experience is required
- You are responsible for assuring other persons in your group are competent to undertake the planned itinerary
- No racing, night sailing or sailing single-handed
- Stay within Pittwater and channel buoys
- Check inventory of vessel before sailing. You are responsible for other members of your group and the vessel at all times. A second crew member should be fit and have at least a basic knowledge of the vessel.
- Medical conditions XXXXXXXXXXXXX

Payment and Refunds

- Prices for TME are in Australian dollars and are advertised on the price list/web page. All prices are inclusive of GST
- Payment is accepted by cash, EFT or credit or card prior to service and must be paid in full prior to commencing the period of hire.
- No booking will be confirmed until payment for period of hire is made in full
- Tax Invoice/Receipt will be emailed/posted available upon receipt of payment
- Agreement for hire of vessel (accommodation and bareboat) is made with TME (Taylor Made Escapes ABN XXXX) at time of payment
- A full refund less 10% booking fee will be paid back to the hirer if the booking is cancelled within 21 days
- Changes to booking due to bad weather or other reasons within 21 days may be rescheduled to a mutually convenient time but the hirer shall not be entitled to a full refund

- Bareboat hire requires an additional deposit to cover the damage waiver excess for insurance
- Vessel is in constant use and a late return fee equal to double the daily rate will apply if vessel is not returned by the due time

Accommodation

- Accommodation and full inventory for vessel is covered on the web page
- All damage and missing items shall be paid for by you

Insurance

- Note that TME insurance may not cover acts of gross negligence, such as damage occurred whilst sailing under the influence of alcohol or drugs, taking the vessel outside the defined areas, sailing single handed and other items contained within the Rules
- Damage Waiver excess is an additional payment required to cover the possibility of loss or damage to the vessel and/or equipment caused by you or a third party. The damage waiver excess is \$1000 and shall be paid by credit card imprint at the time of booking. If damage occurs to a value lower than the excess you will be refunded the amount less the cost of repair. If the damage incurred exceeds the excess, the payment will not be refunded and you will not be required to pay any additional costs upon disembarkation.
- Adequate and valid travel insurance is highly recommended for your period of hire otherwise you may be responsible for personally covering any loss suffered

Breakdown

- Should a breakdown occur during a period of hire, TME will endeavour to rectify the fault within the shortest possible time or alternatively, give you a credit towards a future TME booking
- A breakdown means all equipment considered essential for the operation of the vessel, including engine, transmission, winches, sails etc but does not cover minor equipment that does not inhibit vessel operation such as radio, water, plumbing, lighting, refrigeration and the like

TME Liability to You

- Should the vessel not be available when you arrive due to circumstances beyond TME control (eg having been damaged by a previous client) TME will reimburse you the full charter fee and this will limit of TME liability to you.
- TME is not responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for all eventualities.
- Other than as set out in these terms and conditions or implied by law, TME is not liable for any loss or damage suffered or incurred by any person in relation to the hire

Problems and Complaints

- Please contact us immediately by mobile phone for any problems or complaints which we will investigate and rectify to minimise any effect on you
- Otherwise write to TME Company Director stating the all relevant information related to your problem / complaint which TME will endeavour to settle with you amicably

- Any disputes shall be referred to a mutually agreed independent mediator prior to any legal action commencing

Privacy

- TME will not give your details to third parties without your prior consent.
- TME may use your information to advise you of booking changes or other information in connection with your booking
- TME may use your information to advise you of upcoming specials for TME marketing only
- If you would like access or change your information, or would like to be added or removed from our mailing list, please write or email your request to TME