

Charter Agreement

This agreement is for the charter of a vessel by the Charterer, operated by the Operator (see Parties below) and covers the rights and obligations of the Parties.

1. Definitions

Charter - the cruise for which the Charterer is paying and the Operator is providing
Charterer - the client of the Operator, who is paying for the Charter Charterer's Group
- all the passengers who will take part in the Charter Master - the qualified person in charge of the vessel Operator - the person or organisation providing the vessel for the Charter and to whom the money is being paid by the Charterer

2. Parties

(i) World's Greatest Harbour Cruises Pty Ltd (t/a Sydney Harbour Charters) Unit 1, 8 Water St Birchgrove NSW 2041 Ph (02) 9555 4599 Fax (02) 9555 1674, E-mail info@oceanos.com.au, the Operator, and

(ii) Name (person or organisation)

Address

Ph _____

Fx _____

Contact Name

(the Charterer)

3. Terms

(i) A deposit of 50 percent of the base charter is payable as soon as booking is confirmed. No booking is confirmed without deposit being paid.

(ii) Method of payment may be by cheque, bank cheque, cash, direct deposit (bank or internet), money order or credit card (Visa, Mastercard, Bankcard, American Express).

(iii) The Balance of the charter fee is to be received by the start of the Charter, either by cash or a bank cheque, to be presented to the Master prior to departure or credit

card payment by phone, prior to departure, during normal business hours Monday to Friday or cheque, to be received 10 days before the Charter date.

(iv) The Balance of the catering fee is to be received by four days before the start of the Charter either by cash or a bank cheque, credit card payment by phone during normal business hours Monday to Friday or cheque, to be received 14 days before the Charter date.

4. Bond

(i) A bond must be paid before the commencement of the voyage, which will be refunded within seven days of the Charter, unless any of the following have occurred. It will be paid by any of the options available for the payment of the Balance, Cl 3 (iii). The amount of the bond will be \$1000 (Such bond may be waived at the discretion of the management). The occurrences which will affect repayment of the bond, in part or in full, are

(ii) loss of or damage to the vessel or its equipment or fittings, caused by members of the Charterer's Group;

(iii) an amount of uncleanliness in excess of what is reasonable, caused by members of the Charterer's Group, given the nature of the Charter, which, in the sole discretion of the Operator, therefore requires an excessive amount of cleaning to make good;

(iv) unruly behaviour, by members of the Charterer's Group, to the extent that the Master, in his sole discretion, in the interests of the safety of the vessel and other passengers and its crew, decides that the Charter must to be terminated early.

5. Limit of Liability

(i) It is a condition of the Charter that the liability of the Operator, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989 (Cth).

(ii) To the extent permitted by law, any liability of the Operator for a breach of any provisions of this agreement or related obligations shall not exceed re-supply or the payment of the cost of re-supply of the service in question

6. Damage to the Vessel

The Charterer shall indemnify the Operator in respect of any loss or damage to the vessel or its equipment or fittings howsoever caused by members of the Charterer's group, fair wear and tear excepted.

7. Indemnity

The Charterer agrees to indemnify and hold harmless the Operator, its agents and employees, from and against any and all losses, claims, actions, costs expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any negligent act or omission by the Charterer or members of the Charterer's group.

8. Force Majeure

The Operator will be free from liability for failing to perform hereunder due to industrial action, unsuitable weather conditions, technical problems or other events beyond the Operator's reasonable control.

9. Cancellation

(i) If the Charterer cancels the Charter within eight weeks of the date of the Charter, the deposit will be forfeited.

(ii) If the Operator cancels the Charter, the deposit will be refunded.

10. Duration of the Charter

(i) The duration of the Charter includes the time taken to embark and disembark passengers.

(ii) The Operator is not responsible for any delays caused by the late arrival of passengers or delays at the wharf caused by crowds, the arrival of other vessels or any other item beyond its control. It is similarly not responsible for delays at the point of disembarkation for reasons outside its control.

(iii) The operator reserves the right to pull in to the point of disembarkation 10 minutes prior to the scheduled time for disembarkation, at which point music will be switched off.

(iv) If the time for disembarking passengers takes longer than 15 minutes beyond the scheduled end of the Charter, the Charterer will be charged for this time and for every 15 minute period thereafter at the rate of \$100 per 15 minute period. If the Master is required to vacate the disembarkation point in order to let other vessels berth, this time will also be charged for at the same rate.

(v) If the Charterer seeks to extend the duration of the Charter, during the Charter, this extension will be at the sole discretion of the Master and will be charged at the contracted hourly rate and must be paid prior to the end of the charter, or appropriate arrangements must be made with the Master.

11. Suitability of the Vessel

(i) It is the responsibility of the Charterer to inspect the nominated vessel at some time prior to the Charter, to determine its suitability.

(ii) It is the responsibility of the Operator to present the nominated or substituted vessel to the Charterer, at the time of the Charter, in the condition agreed to at the time of this inspection.

12. Music and Entertainment

No live bands are permitted on the vessel. Live entertainers at the discretion of the management.

13. Decorations

If the Charterer wishes to decorate the vessel, this must be done without the use of pins, adhesive tape, tacks or anything which will leave a mark on the vessel; string is suggested as an alternative.

14. Charter Course

The course to be undertaken during the Charter may be agreed in advance with the Operator or with the Master on the occasion of the Charter; however, the Operator reserves the right, at its sole discretion or of that of the Master, to vary the agreed course because of weather, traffic or any other cause which the Master believes is justified in the interests of the safety of passengers, crew and other vessels, at the Master's sole discretion.

15. Substitution of a Vessel

The Operator may substitute another vessel for the one originally contracted for and shall incur no penalty provided that the substituted vessel satisfactorily provides the service originally contracted for.

16. Alcohol (licensed vessels)

Rowdy or unruly behaviour, as a result of excessive consumption of liquor, is against the law and offenders may be prosecuted. As the licensee, the Operator has onerous responsibilities for the responsible serving of alcoholic drinks, in particular, to ensure that alcohol is not served to those in the Charterer's Group who have already had a sufficient amount or who are under the age of 18 years. If any of the Charterer's Group exhibit the following symptoms, they will be deemed to have had a sufficient amount,

- aggressive or anti-social behaviour
- inability to walk unaided- vomiting
- slurring their words
- shouting drinks for others over- generously

17. The Charter

The details of the Charter are set out in Schedule I.

18. Amenities

The vessel is equipped with 2 restrooms for daily charters. More restrooms are available for overnight and extended cruises. Staterooms are available for charters in excess of 12 hours duration. Staterooms are available for weddings for use by the bride.

18. Jurisdiction and Choice of Law

This agreement is governed by the law of New South Wales and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any dispute arising between them.