

Terms and Conditions

Conditions of chartering with Auckland BareBoat Charters Ltd

1. Cancellations: (One day & weekend hires)

- a) Cancellations more than 15 days prior to charter commencement, a full refund will be given less \$50 cancellation fee.
- b) Cancellations less than 15 days from commencement date will receive a full refund less \$75 cancellation fee.

1.1. Cancellations: (Weekly hires)

- a) Cancellations more than 20 days prior to charter commencement, a full refund will be given less \$100 cancellation fee.
- b) Cancellations less than 15 days from commencement date will receive a full refund less 20% of the hire price as a cancellation fee.

2. Auckland BareBoat Charters Ltd reserves the right to cancel a charter:

- a) If for any reason a vessel cannot be made available for charter due to safety or maintenance.
- b) Adverse weather conditions at any time before or during the charter
- c) If Auckland BareBoat Charters Ltd at the charter commencement are not satisfied with the competence at that time of the charterer to safely operate, navigate and respect the charter vessel, or alternatively at any time during the charter period consider the vessel to be in an unsafe location, or if the actions of the charterer is endangering the vessel, the occupants or any third party. Auckland BareBoat Charters Ltd reserves the right to either: terminate the charter without refund, recall the vessel at any time to any mooring or anchorage which it considers to be secure, contact marine safety agencies to assist in the recovery of the vessel

3. Vessel/s must remain in the designated survey area (Enclosed waters) at all times with numbers of people not exceeding number allowed onboard under the vessel's survey.

- 4. a) If moored overnight Vessel/s must be secure on an approved council mooring only and before darkness.
- b) Vessels must not manoeuvre within the hours of darkness unless in an emergency or permitted by Auckland BareBoat Charters Ltd by prior arrangement.
- d) Vessels must not be left at anchor overnight or without a crew member onboard

5. The charterer must adhere to current M.A.F, customs and Maritime Transport Act 1994 regulations

6. No firearms allowed on charter vessels.

7. Smoking is not permitted on any vessels.

8. a) The skipper of the vessel will not consume any judgement impairing substances or medications during the hire period.

b) The skipper of the vessel will not consume alcohol beyond the current NZ road drink driving regulations

9. The charter vessel must at all times be under the control of the designated skipper as stated on the safety brief audit sheet.

10. The skipper must be over 25 years of age unless specifically agreed by Auckland BareBoat Charters Ltd.

11. Returns are due at times started on website unless otherwise agreed to by Auckland BareBoat Charters Ltd.

12. Late returns will be charged at half day hire rates at time

13. **For day hires only** - Return of vessels (mid hire. ie. boat is on the water and has been for over two hours or more) due to unpredicted changing weather that would put the boat or crew in danger, Auckland BareBoat Charters Ltd will credit the customer at half the hire cost as an on account credit for future hires, less the fuel used up to that time

Conditions of payment and Insurance:

1. A booking is confirmed after the payment of a deposit of 50% of the basic charter fee and satisfactory completion of the online booking form. The balance of the charter is to be paid 10 days prior to the charter commencing.

2. The security bond is to be paid by credit card (auth only, no funds taken) or direct credit prior to the charter. Security Bond is \$1000. The security bond will be processed within 10 days of the termination of the charter. The following costs (if applicable) will be charged to your credit card or taken from the bond if direct credit:

- a) Loss or damage to charter vessel or equipment.
- b) Cost of refuelling the vessel.
- c) Defrayment of costs due to vessel not being returned at scheduled time. Extenuating weather conditions are

exempt.

d) Any other outstanding debits on the client account (fishing tackle hire etc)

3. Insurance:

All vessels are fully insured against fire - marine & collision risks - third party liability. If during the charter period damage or loss is caused, the charterer is liable as follows:

- a) To the full extent of loss and damage which in Auckland BareBoat Charters Ltd is not claimable against vessel insurers. (i.e up to \$1000)
- b) To pay full excess on vessel insurance policy. (\$1000)
- c) To pay full amount of loss or damage should the claim be declined by the Insurance Company for any reason.
- d) All equipment supplied is used by charter party at their own risk.
- e) In case of an Insurance claim, fuel used and other outstanding debits (if applicable) will be charged in addition to the security bond.

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