

Athena Charters Terms & Conditions v 1.1.26

1. Definitions

In this agreement, the following terms have the following corresponding meaning:

- **Charter** means the cruise for which the Charterer is paying and the Operator is providing.
- **Charterer** means the client who is paying for the Charter.
- **Charterer's Group** means all the passengers who will take part in the Charter.
- **Master** means the duly qualified person in charge of the Vessel.
- **Operator** means the owner or operator of the Vessel as specified in the Schedule.
- **Supplier** means a third-party supplier providing goods or services to the Charter
- **Vessel** means the Operator's vessel or vessels specified in the Schedule.

2. Quotations

Quotes are valid for 14 days only, after which they may be subject to price changes.

3. Right of refusal

The Operator reserves the right to refuse bookings which do not comply with these Terms and Conditions.

4. Securing your Booking

The booking is not secured until a deposit has been received.

5. Confirmation of Booking

A Charter is confirmed upon receipt of the required deposit or payment specified in the quotation. Payment of any deposit, invoice, or other amount constitutes acceptance of these Terms & Conditions by the Charterer and all members of the Charterer's Group. All bookings made within 14 days of the Charter date require full payment at the time of booking.

6. Deposit

The deposit payable will be \$1,000 unless otherwise agreed or specified in the quotation. Payment of any deposit, invoice, or other amount constitutes acceptance of these Terms & Conditions by the Charterer and all members of the Charterer's Group.

7. Final Payment

Final guest numbers and final payment is required 14 days prior to the Charter unless otherwise agreed. The final guest numbers specified by the Charterer not less than 14 days prior to the Charter will be deemed the minimum number of guests for catering charges. After this time the guest numbers may increase if agreed by the Operator, however they cannot decrease. Any additional passengers on the day are charged accordingly.

8. Methods of payment

Direct transfer, EFT, or credit card. Credit card surcharges may apply.

9. Cancellations by Charterer:

More than 60 days prior to charter: The Charterer may choose either:

- A cash refund minus a \$250 management fee, or
- A credit note for the full amount paid, valid for 6 months from the date of cancellation.

60 to 28 days prior to charter:

The Charterer will receive a credit note for the full amount paid, valid for 6 months from the date of cancellation.

28 to 14 days prior to charter: The \$1,000 holding deposit is non-refundable. Any additional payments will be refunded.

Less than 14 days prior to charter: Full payment is non-refundable.

**If another booking is secured for the same date and time, all monies paid will be refunded. For the avoidance of doubt, re-scheduling a date, or upgrading/downgrading vessels by the Charterer is deemed a cancellation for the purposes of this clause.

10. Additional charges

Any additional charges incurred during or following the Charter may be charged to the credit card provided by the Charterer. This includes but is not limited to additional charter time, additional guests, waiting time, water taxis, excessive cleaning, bodily fluids, smoking breaches, damage caused by decorations, biohazard cleaning, replacement of damaged property, additional staff costs, and any other costs attributable to the Charterer's Group.

11. Responsible service of alcohol

The Operator is bound by the NSW Liquor Act and adheres to all guidelines relating to the Responsible Service of Alcohol (RSA). In accordance with these laws:

- Alcohol will not be served to guests who are intoxicated or under the age of 18.

- The Operator may refuse alcohol service to any guest at their sole discretion and at any time.

- Intoxicated persons will not be permitted to board the vessel.

The vessel will not serve shots or doubles under any circumstances. When alcohol is served, substantial food must also be provided. Light snacks such as chips and nuts do not meet this requirement. The Operator reserves the right to refuse boarding if sufficient food is not provided. Guests are not permitted to remove liquor from the vessel upon disembarkation. Indecent or unacceptable behaviour aboard a licensed vessel is prohibited under the NSW Liquor Act. The crew has full authority to determine what constitutes unacceptable behaviour, and your charter may be immediately terminated as a result. Your charter will also be terminated if there is any secondary supply of alcohol (e.g. adults providing alcohol to minors). Guests under the age of 18 must be supervised at all times, and the contact details of the supervising adult must be provided prior to boarding. The Operator disclaims all liability for any injury, loss, or harm suffered by any guest who is intoxicated or under the influence of drugs or other substances, whether legal or illegal.

12. Bond

The security bond may be applied by the Operator to cover additional costs including but not limited to damage to the Vessel, excessive cleaning, bodily fluids, smoking breaches, damage caused by decorations, theft, replacement of damaged property, additional staff costs, marina charges, water taxi costs, overtime, and any other costs attributable to the Charterer's Group. The security bond or the balance thereof will be refunded 7 days after the Charter.

13. Cancellations by Operator

In the event of a mechanical issue, operational issue, safety concern, weather event, government restriction, maritime directive, emergency, or any other circumstance beyond the reasonable control of the Operator, the Operator may provide

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a substitute vessel considered suitable by the Operator in its sole discretion, reschedule the Charter, issue a credit, or provide a refund where required under Australian Consumer Law.

The Operator shall not be liable for consequential or indirect losses including accommodation costs, travel costs, supplier costs, lost profits, event costs, emotional distress, disappointment, or third-party costs arising from cancellation, delay, or alteration of the Charter.

If the Charter is cancelled by the Operator all monies paid in advance will be refunded to the Charterer or applied as a credit for future use.

14. Weather Conditions

All Charters will proceed regardless of weather conditions unless deemed unsafe by the Master or Operator in their sole discretion. Weather conditions including rain, wind, swell, temperature, or cloud cover do not entitle the Charterer to cancellation, refund, rescheduling, or reduction in fees unless otherwise agreed by the Operator in writing.

15. 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. The Charterer acknowledges that the Master has the sole discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the vessel, its passengers and crew with regard to the weather conditions and other activity on the water.

16. Embarkation and Disembarkation The Vessel will dock at the times stated on the booking confirmation. All guests have 15 minutes to board and 15 minutes to disembark from the times stated in the booking confirmation.

17. Responsibility of the Charterer:

The Charterer remains fully responsible for compliance with these Terms & Conditions by all guests, invitees, suppliers, entertainers, contractors, and other persons attending the Charter on behalf of the Charterer.

Where a booking is made through an agent or third party, the Charterer remains fully responsible for all acts and omissions of guests attending the Charter.

18. Damage to the Vessel

The Charterer shall be liable for any loss, damage, excessive cleaning, staining, theft, breakage, misuse, or destruction of the Vessel, its equipment, furnishings, fittings, or property caused directly or indirectly by the Charterer's Group.

19. Limit of Liability

To the maximum extent permitted by law, the Operator excludes all liability for indirect, incidental, special, punitive, or consequential loss including loss of enjoyment, disappointment, accommodation expenses, travel expenses, supplier costs, loss of income, or business interruption.

20. 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 including: (i) Failure to follow any reasonable direction given by the master or crew;

(ii) Failure to comply with any of these terms or conditions; (iii) Failure to comply with any warning sign; (iv) Unreasonable or unsafe behaviour; (v) Wilful misuse of the equipment or facilities of the vessel; and (vi) Intoxication or the use of prohibited drugs.

21. Risk warning

There are inherent risks and dangers on board any vessel. All passengers participate in the Charter entirely at their own risk. No lifeguard services are provided onboard.

22. Swimming

Swimming is only permitted during daylight hours, when the vessel is stationary and anchored, and at the sole discretion of the crew. Swimming is strictly prohibited for any person who is intoxicated or under the influence of drugs or other substances, including prescription medication. Any person who fails to comply with the directions of the Master or crew regarding swimming does so at their own risk and expressly agrees that neither the operator nor the crew shall be held liable for any injury, loss, or damage arising from such actions. Passengers who choose to jump off the vessel do so entirely at their own risk, and agree that the operator and crew shall not be held liable for any injury resulting from such activity.

23. No Shoe Policy

For safety, vessel preservation, and cleanliness reasons, guests will be required to remove footwear prior to boarding or while onboard the Vessel. The Operator and crew reserve the right to refuse boarding to any guest who refuses to comply with the Vessel's footwear requirements. The Operator accepts no responsibility for loss of or damage to footwear or personal belongings removed or stored during the Charter.

24. Jurisdiction

The laws of New South Wales govern this agreement and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any disputes arising between them.

25. Acceptance

By paying any deposit, invoice, or other amount relating to the Charter, the Charterer acknowledges that they have read, understood, and accepted these Terms & Conditions. The Charterer agrees to communicate these Terms & Conditions to all members of the Charterer's Group. These Terms & Conditions apply whether the booking is made directly, through an agency, through a third-party platform, or through any representative acting on behalf of the Charterer.