



YOTSPACE

Eclipse Private Charter - Terms & Conditions

This document is the contract between the Guest and the Agent and contains important limitations on Your rights. This is a legally binding document. Please read carefully all the terms of this contract, paying particular attention to clause 27 and the importance of obtaining appropriate insurances.

1. Introduction

This Contract contains all the terms of agreement between You and the Agent. The acceptance and/or use of this Contract by the person named hereon as "Guests" shall be deemed to be an acceptance and agreement by each of them of all of the terms and conditions herein. The person purchasing, accepting and/or named on the Contract represents that he/she is authorised by all named Guests to accept and agree to be bound by all the terms and conditions of this Contract. This Contract is not transferable, and you may not sell or assign it. It is valid only for the charter you have booked and paid for. The terms, conditions and limitations herein shall apply to any and all disputes between You and the Agent regardless of whether arising aboard the Yacht or in any other place, location or mode of transportation whatsoever.

All rights, defences, disclaimers and limitations of liability set forth herein shall inure to the benefit of the Related Parties.

2. Definitions

"Activities" means, but is not limited to any sports, water sports, diving, snorkelling, recreational activities or Ancillary Services offered by the Owner on a Charter and includes the use of requisite equipment for such activities.

"Ancillary Services" means all tours or activities or activities engaged in by the Guest during the course of the Charter, including but not limited to, onshore transport, recreational services, air travel, boat charter, travel by tender to and from the Vessel, fishing trips, accommodation and trans-shipment services;

"Captain" means the person appointed by or on behalf of the yacht Owner who is responsible for the navigation of the yacht and anyone who from time to time is appointed to act with the Captains authority during the Charter;

"Competition and Consumer Act" means Schedule 2 of the Competition and Consumer Act 2010 ("CCA")

"Consequential Loss" means loss or damage suffered by You that is indirect or consequential, including but not limited to, loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity.

"Agent" means YOTSPACE PTY LTD of ACN 648 406 95, and includes the Related Parties.

"Force Majeure Event" means (but is not limited to) any act of God, war, terrorism, piracy or other criminal activities, requisitioning of the Yacht, explosion, collision, stranding, foundering, breakdown or damage to the Yacht or its hull, machinery or fittings howsoever caused, inability to secure supplies or fuel, fire, flood, tidal conditions or any other extreme weather condition, perils of the sea, congestion in ports, docking or anchoring difficulties, thefts, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, inability to obtain any necessary license or consent and delays caused by sub-agents, suppliers or other third parties (including telecommunications carriers) material shortages or other disruption to the Charter beyond the Agents control, including but not limited to cyber related events or attacks.

"GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time (GST Act) or any replacement or other relevant legislation and regulations and words used in this Agreement which have a particular meaning in the "GST law" (as defined in the GST Act and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires.

"Itinerary" means the itinerary for the Charter agreed between the captain and the guest subject to any amendments agreed between them from time to time





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“Passenger” means all other persons entering into a Contract with the Agent for the hire of a cabin on board the Yacht and includes any representative, agent, employee, family member, or agent of the person on whose behalf the person has booked and travelling on board the Yacht for the purpose of the Charter; excluding the Captain and crew;

“PCR Test” means a Polymerase Chain Reaction Test used to detect the presence of COVID-19 or any other government regulated test used to detect the presence of COVID-19;

“Related Parties” means the Agent, the Agents Agents, Authorised Representatives, the Yacht Owner, Charterers, the Captain, the Crew their respective affiliates, officers, directors, managers, employees, agents and all concessionaires, independent agents or other providers of any services or facilities in connection with or incidental to the Guest’s Charter, as well as any of their affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; and all suppliers, shipbuilders, component part manufacturers; and their owners, operators, managers, charterers, agents, pilots, officers, crew, employees and vessels (all such third parties collectively referred to as the “Related Parties”).

“Yacht” means the Vessel allocated or substituted for the Charter.

“Charter Departure Date” means the date and time specified for departure of the Charter.

“Charter” means the sailing from the port of departure to the final port of disembarkation, including any road or sea port, any land accommodation components or package sold with, or included in the price of or taken in connection with the Charter, any shore excursions or shore side facilities related to or offered during the Charter, and all transportation to or from the Charter if purchased through or arranged by the Agent.

“Charter Fare” means the amount actually received by the Agent for Your Charter. It covers the Charter package, optional use and enjoyment of Agent-furnished sports and recreational equipment, scheduled meals, beverages and accommodations while on board. The Charter Fare does include Government taxes and fees imposed or sanctioned by any Government, foreign or domestic.

“You, Your, Guest/s” means the person(s) purchasing, accepting or using this Contract or who board(s) the Yacht or those in their care, and includes and binds their heirs, successors, assigns and personal representatives. Throughout this Contract, use of the singular includes the plural and use of the masculine includes the feminine.

3. Travel Agents

3.1 Any travel agent utilised by the Guest in connection with and/or for the booking of this Contract, or otherwise making arrangements for air transportation, shore excursions, tours, land, air, or local water transportation, or shore side accommodations and meals, provides such services solely on Your behalf and not for the Agent.

3.2 The Agent accepts no responsibility for any representations, acts, omissions, the financial condition or integrity of any travel agent utilised by the Guest in connection with the Charter, including any failure to remit funds to the Agent or to remit any refund to You and the Guest remains liable for the fare due to the Agent. Receipt of this Contract or any other documents or information by Your travel agent constitutes receipt by You.

4. Guest Responsibilities & Representations

4.1 Guests are responsible to comply with any government travel requirements and must have in their possession proof of citizenship in the form of a valid passport (some countries may require passport validity of six (6) months), exit and entry visas as required, and any other necessary documentation required by any foreign port visited.

4.2 Guests are advised to consult with their travel agents and the appropriate governmental agencies and embassies to determine applicable requirements. The Agent assumes no responsibility for advising Guests of any immigration requirements, may refuse to embark any Guest or may disembark any Guest in the event the Guest does not present required documentation and shall have no liability whatsoever for a refund or otherwise in such circumstances.

4.3 The Guest represents and warrants that the Guest is fit to travel and that the Guest’s conduct or presence will not impair the safety of the Yacht, its Captain or crew, or anyone carried on board, nor inconvenience, annoy, embarrass or harass any other person.

4.4 The Guest must, at the time of booking the Charter, inform the Agent, in writing, of any existing physical or medical conditions (including mental illness), disability or pregnancy or any other condition or illness including a positive PCR test for COVID-19, for which the Guest or any other person in the Guest’s care may require medical attention or special accommodation during the Charter and any additional information regarding any prescriptions that may affect the Guest while on the Charter. If any such condition arises after the Guest has booked the Charter, the Guest must report the condition to the Agent, in writing, as soon as the Guest becomes aware of it.





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4.5 The Agent reserves the right to cancel a Guests Charter or refuse passage to any Guest, who does not disclose such information, or in the Agent or the Captains opinion is unfit or unable to travel on the Charter or as a result of their medical condition and/or which may seriously affect the enjoyment, health or safety of themselves or any other person on board; or has a condition (including a medical condition or physical disability) which may constitute a danger to themselves or others on board the Yacht.

4.6 Pregnant Guests who have entered their twenty-fourth week of pregnancy prior to the commencement or during the Charter will not be permitted to embark. Failure to report any such condition or prescriptions will release the Agent or any other personnel affiliated with the Agent in any way from any liability related to the accommodation or treatment of such condition.

4.7 By acceptance of this Contract, the Guest acknowledges and agrees that the Agent shall have no responsibility or obligation to provide any special services or medical equipment to the Guests. The Guest shall be liable to the Agent and shall reimburse the Agent for all loss, damage or delay sustained by the Agent because of any omission of the Guest.

4.8 The Guest warrants that the Guest's conduct or presence will not impair the safety of any passenger, the Captain or member of the Yacht crew, from over-consumption of alcohol or drugs. Guests further warrant that the Guest will not bother or harass any other Guest, passenger or crew member on-board the Yacht with any inappropriate behaviour or violate the privacy of any other Guest, passenger or crew member by including them in photographs or recordings without their express consent.

4.9 The Agent may refuse to embark, disembark, quarantine or confine You to a cabin, if, in the sole opinion of the Agent, Your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace, tranquillity or enjoyment of the Yacht or other Guests or persons on board.

4.10 If the Agent refuses to allow a Guest on board for any of the reasons mentioned above, prior to the commencement of the Charter, a refund of the Charter Fare will be treated as a cancellation by the Guest and a refund, if any, shall be based on the timing of such refusal in accordance with Agent's cancellation policy referenced in this Contract, with no further liability to the Agent whatsoever.

4.11 The Agent recommends that Guests who are not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the Charter and in case of an emergency.

4.12 Should the Yacht deviate from its course for any cause resulting from the Guest's behaviour, negligence or due to a medical emergency involving the Guest, the Guest shall be liable for the related costs incurred and shall fully indemnify and hold the Agent harmless for any costs, expenses, penalties or demands whatsoever arising therefrom.

4.13 The nature of travelling on board a Yacht, is inherently dangerous and the Guest accepts and assumes the risks and perils of the sea that may arise during the Charter. The Guest accepts and acknowledges that risks associated with the Charter include but are not limited to, natural disasters, forces of nature, perils of the sea, weather conditions, isolation from medical facilities, difficult evacuation, equipment failure, mechanical breakdown, human error and accidents including collisions with other vessels.

4.14 No animals are allowed on the Yacht under any circumstances unless deemed necessary to assist with a physical disability and provided:

4.14.1 the Agent is given advance written notice at the time of booking the charter that said animal will be carried on board;

4.14.2 the Guest assumes all responsibility for said animal's food and hygiene; and

4.14.3 the Guest agrees to indemnify and defend the Agent should the animal cause injury, illness, death, damage or loss to any other person or to the Yacht.

4.15 Guests using assistance animals should check in advance with governmental authorities in each port to be visited to determine local rules, regulations, fees and quarantine applicable to such animals and the Agent shall have no liability to the Guest whatsoever arising therefrom.

4.16 All Guests are strongly advised to consult with their travel agent about the purchase of travel insurance, to cover all losses of the Guest that may arise as a result of the Charter or due to cancellation of the Charter.

4.17 The Guest acknowledges that they are participating in an organised charter itinerary, all-inclusive yacht charter and that all Guest behaviour must be respectful at all times, to both fellow Guests and to the yacht Captain and crew.





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4.18 The Guest acknowledges and understands there are certain safety rules which they must obey and they have a duty to exercise reasonable care for their own safety, the safety of others and agree to do so. This includes (but is not limited to) using handrails and guard rails at all times as provided around the Yacht. The Guest is advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the Captain or crew.

5. Captains Authority

5.1 The Captain (and/or the Agent – this applies throughout the entire Contract where the Captain is referenced) will have absolute authority in matters of navigation, seamanship and safety. The Captains decisions as to anchoring, sailing, berthing, weather and other matters that may affect the safety and wellbeing of the Guests and the Yacht, will be final and binding. The Captain will be entitled to require the Guests to comply with all reasonable orders where the Guests or any member of his or her party might otherwise endanger the Yacht or any person on board, or vitiate the Yachts insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter or otherwise be prejudicial to the Agents interests.

5.2 The Guests must at all times afford the Captain, crew or any persons on board the Yacht with due respect at all times and the Captain nor any persons will be subjected to any type of harassment, sexual or otherwise, by the Guest at any time during the Charter.

5.3 The Captain can at any time, terminate the Charter for any reason, including but not limited to; illness, disease, injury, psychological problems of the Guest/s, vulgar or improper conduct, abuse of alcohol or drugs, or refusal to obey any laws or regulations and return to the point of embarkation or the nearest and /or safest port, if the Captain believes in his or her absolute sole opinion, the safety of the Yacht or its passengers are at risk, or in circumstances where a Guest refuses to comply with the Captains directions. The Agent will not be liable for any costs or expenses directly or indirectly associated with the termination of the Charter or in declining to carry a Guest, or for the involuntary disembarkation of a Guest.

6. Weather

6.1 Weather is monitored closely at all times and the Agent accepts no responsibility for conditions of weather and any adverse weather conditions do not give the Guests the right to terminate the Charter.

6.2 The Captain or the Agent have absolute discretion in determining if weather conditions are safe to operate the Charter in accordance with any planned itineraries, up until the time of departure and throughout the Charter. The Agent may at the Agents absolute discretion, extend the Charter subject to the Yachts availability and agreement between the Agent and the Guests.

7. General Guest's Interruption of Charter; Quarantine

7.1 The Captain may confine and/or quarantine a Guest to a cabin, change the accommodation, or disembark or remove a Guest at any port if, in the sole opinion of the Agent, the presence of a Guest might be detrimental to their own health, the comfort or safety of that of any other persons, the Guest is excluded from disembarking at any destination by governmental authorities, or if a Guest violates any provision of this Contract. If a Guest is disembarked for any such reason, they will not be entitled to any refund or damages whatsoever. If a Guest is delayed or detained on board the Yacht or elsewhere due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason, the Guest will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Agent for any such costs or expenses which it may incur on behalf of the Guest.

8. Rules and Regulations: Compliance with Law

8.1 Guests must at all times obey all the rules, regulations and orders of the Agent and the Yacht's Captain and crew. It is the responsibility of all Guests to comply without delay with the requirements of all immigration, port, health, customs, and government or police authorities, and all other laws and regulations of each country or state from or to which the Guest travels. Guests must reimburse the Agent for any charges, costs or resulting expenses or fines that it may incur as a result of the Guests actions or presence on the Yacht, apart from the services provided as part of this Contract.

9. Life Jackets and Attire

9.1 The Agent recommends comfortable clothing be packed for the Charter appropriate for the time of year and weather conditions at sea. The Agent recommends appropriate footwear at all times during the Charter, however most Yachts will require bare feet at all times while on board.

9.2 All safety equipment will be provided on board the Yacht. Guests accept they may be required to wear a Personal Locator Beacon "PLB" from time to time when on deck and/or as otherwise instructed by the Captain or crew, including during the safety briefing. Guests must understand the operation of the lifejackets / PLB on board and take participation in the safety briefing regarding the Vessels safety equipment with respect to stowage, maintenance, operation and/or as otherwise instructed by the Captain.





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10. Unauthorized Stopovers or Disembarkation

Unauthorized stopovers or disembarkations, or a Guest's failure to make any sailing time of the Yacht at any port or marina for any reason, shall be at the sole risk and expense of the Guest. The Agent shall not be liable in any way for such actions and the Guest will not be entitled to any refund or other compensation under these circumstances, nor if the Guest disembark early for any reason.

11. Minors

11.1 Children under the age of eighteen (18) ("minors") will be accepted in circumstances where the Charter is a sole charter. This must be agreed directly with the Agent.

11.2 The captain may, at his/her full discretion, deny minors any access or use of the Agent's facilities or services, including alcohol and bar services.

11.5 The Agent provides no services related to the care of minors such as babysitting, childcare or entertainment for children. The Agent offers no children pricing or similar discounts for minors. A minor will be treated equally to adult Guests for all pricing purposes.

11.6 All minors at the time of sailing must be accompanied by an adult Guest over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Agent eight (8) weeks before sailing. You agree to fully supervise any and all persons under the age of eighteen (18) accompanying you during the Charter. You also agree to indemnify the Agent for any and all damage caused by such persons, or for any injury, illness or death to such persons to which lack of adequate and proper adult supervision contributed in whole or part.

12. Cancellation Prior to Embarkation

12.1 If we need to Amend or Cancel your Charter

Circumstances may arise that require us to alter, reschedule or cancel your charter. In such an unlikely event Eclipse reserves the right to cancel or amend your Voyage accordingly. If we change or cancel your Voyage before your departure, Eclipse will endeavour to provide you with all the services confirmed to you at the time of your booking.

Voyage dates, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date. If our proposed alternative date does not suit your plans, we will offer a full refund of the monies paid in advance to Eclipse. Because of other circumstances within or outside of Eclipse control. Other than conditions outlined in Force Majeure that could affect our ability to operate, most elements of our services are provided internally and are within Eclipse direct control. However, some arrangements (such as, but not limited to, helicopter and fixed wing aircraft transfers) are booked in advance of your departure date using independent suppliers over whom they have no direct control. In the unlikely event that such circumstances dictate your charter dates cannot be achieved, it may be necessary to revise your charter and in a worst case scenario cancel a scheduled departure and offer the nearest possible alternative date. In the event of a proposed revision to your charter that provides you with a similar experience and does not affect your embarkation and disembarkation dates no refund will be provided by Eclipse. In the event of a cancellation of your Voyage and our proposed alternative dates do not suit your plans, we will offer a full refund of the monies paid in advance.

Confirmed Departure

As a Sole Charter each luxury yacht voyage is a departure based on the receipt of the full payment on or before the 120th day of embarkation, all charters will be on a 7 night basis with departure and return to Broome with a maximum of four cabins (8 guests) booked. Should the yacht fail to depart you will be given the option of choosing another luxury yacht option with similar or same inclusions, costs, terms and conditions of the charter that was originally requested. Should we not find a suitable replacement yacht a refund less any bank merchant fees and a 10% administration fee will apply. We always recommend Travel Insurance and that all ancillary travel reservations have flexible conditions.

13. Agents Cancellation, Deviation or Interruption of Charter: Change in Accommodations

13.1 The Agent will do everything it reasonably can to maintain its planned itinerary, but weather conditions, mechanical difficulties, civil unrest, the necessity to provide towage or salvage services, commercial necessity, issues associated with a pandemic outbreak and many other unforeseen circumstances may necessitate a deviation from the planned itinerary. The Agent and or the Captain of the Yacht may at any time, at their complete and absolute discretion:

13.1.1 Cause the Yacht to deviate from its scheduled port of embarkation, omit or change any, some, or all scheduled calls at any intermediate ports or marinas, omit or change the scheduled port or marina of disembarkation, call at any port or marina whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the Guest and the Guest's baggage to any other vessel or conveyance, for any reason whatsoever in the Agent's discretion;

13.1.2 Substitute or change the Yacht for another Yacht of similar size and/or type or fit-out;





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13.2 In the event the Agent cancels the charter twenty-four (24) hours prior to the commencement of the Charter, the Guest shall (save for in circumstances of force majeure) be entitled to terminate this Contract and if such option is exercised, the Guest will be entitled to a refund of the full fees paid to the Agent (less any bank fees) or the option to rebook the Charter subject to availability.

13.3 In the event that the cancellation occurs subsequent to the commencement of the Charter, the Guest shall have no right to any refund or any other compensation other than as specified in this clause, and the Agent shall have no obligation or liability in respect thereof to the Guest except in the event of the Agent's wilful or negligent actions or as pursuant to the Australian Consumer Laws if applicable:

13.4 If any portion of the Charter is cancelled, the Agent shall refund a proportionate share attributable to the cancelled portion.

13.5 The Agent strongly recommends Guests plan to arrive in the region of the port of departure the day prior to the Charter Departure Date and to book a further night's accommodation in the region of the port of disembarkation in the event of delays.

14. Health, Medical, Care, Shore Excursions and Other Services

14.1 The Guest admits a full understanding of the character and nature of Yachts and assumes all liability and risks associated with and incidental to travel at sea and transportation and handling of Guests and luggage.

14.2 Yachts do not carry physicians or other medical personnel on board and while at sea or in port the availability of medical care may be limited or delayed. Guests acknowledge that all or part of their Charter may be in areas where medical care and evacuation may not be available to the satisfaction of the Guest or may be significantly delayed. Guests must assume responsibility for their own safety and the Agent cannot guarantee the Guests safety while on board the Yacht or on shore.

14.3 Guests acknowledge Yachts do not carry doctors or nurses on-board and Guests accept and use medicine, medical treatment and any other services made available on the Yacht or elsewhere during the Charter at their sole risk and expense without liability or responsibility of the Agent whatsoever.

14.4 It is recommended Guests consult governmental and tourist organisations that regularly issue advisories and warnings to travellers and the Agent strongly recommends Guests obtain and consider such information when making travel decisions.

14.5 It is the responsibility of the Guest to consult all appropriate governmental agencies and authorities to determine if vaccines, special medical provisions or recommendations apply and/or to the regions Guests anticipate visiting during the Charter. The Agent assumes no responsibility for gathering such information or informing Guests of same.

14.6 All health, medical or other personal services in connection with the Charter, including any shore excursions, tours, or travel in any aircraft, bus, car, train or other conveyance whatsoever, are provided or arranged, if at all, solely on behalf of and for the convenience and benefit of the Guest, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation from the Yacht.

14.7 The Agent does not supervise or control the actions of connecting land and sea carriers, shore excursion or tour operators or providers of any other personal services in connection with the Charter, who shall be considered independent agents working directly for the Guest.

14.8 The Agent makes no express or implied representations as to the suitability of any such service providers or their facilities, does not guarantee their performance, and in no event, shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, death, expense or delay in connection with such services whatsoever. Guests agree to use all such services at their sole risk. The Guest agrees to indemnify the Agent in the event the Agent elects to pay the cost in the first instance, of all emergency medical care, including transportation connected therewith.

15. Smoking Policy and Electrical Outlet Use

15.1 Guests are not permitted to smoke on board the Yacht, either inside or on deck – this includes e-cigarettes.

15.2 Guest must not use any electrical items on-board the Yacht which can cause a risk of fire, including personal irons.

15.3 No candles are permitted to be lit on board the Yacht.

15.4 It is recommended all chargers be unplugged while not in use.





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16. Carriers Limitation of Liability

16.1 The Liability of the Agent to the Guest is limited with respect to personal injury, death and damage to loss of property to the full extent permitted by law and in accordance with this Contract.

16.2 To the extent permitted by law, the Agent accepts no liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, non-performance, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise of the Agent or third party providers, including Activities or Ancillary Services, over whom the Agent has no direct control, an event of Force Majeure affecting the Guest, the Agent or Related Third Parties or any other event which is beyond the Agents control or which is not preventable by reasonable diligence on the Agents part.

16.3 With the exception of where the CCA applies mandatorily, the Agent excludes:

16.3.1 Any term, condition or warranty that may otherwise be implied in this Contract;

16.3.2 Any liability for Loss, death or personal injury incurred as a result of or in connection with the Agents negligence;

16.3.3 Any liability for Consequential Loss.

16.3.4 If notwithstanding any provisions in this Contract, such as by reason of any provisions of the CCA, or the Civil liability Act, the Agent has a liability to the Guest, the Agents liability is limited to, at the Agents discretion, supplying the Guest with an equivalent Charter or monetary equivalent of the value of the Charter Fare paid or payable for the subject Charter or the loss suffered by the Guest, whichever is the lesser amount.

17. Limit of Liability For Death Or Personal Injury

17.1 In the event the Agent is liable for claims in respect of loss of life or personal injury occurring on board or in direct connection with the operation of the Yacht, any liability for such claims is limited to the full extent permitted by law and/or the amounts set out in the liability for Maritime Claims Act 1989 (Cth) as amended from time to time. In some cases, depending upon the circumstances, this may mean that the Agents financial liability in respect of the loss of life and personal injury is limited to a certain maximum amount of money for each Guest.

18. Indemnity

18.1 The Guest indemnifies the Agent, on demand, for any loss suffered or incurred by the Agent (including for death or personal injury to any other Guest or any of the Agents representatives) arising out of or in connection with or caused by any of the following:

18.1.1 The Guests negligence, breach of law or wilful act or omission;

18.1.2 The Guests breach of this Contract;

18.1.3 If the Agent deems that the Guest requires medical attention or an ambulance, the Guest (or the Guests legal representative) must indemnify the Agent, on demand, for any expenses the Agent suffers or incurs in connection with obtaining the relevant medical attention and/or ambulance or medivac called by or for the Guest.

19. Defences And Limits For Agents Servants

19.1 If an action is brought against a servant or agent of the Agent arising out of damage covered by this Contract and that servant or agent is able to prove that s/he acted within the scope of employment, s/he will be entitled to avail him or herself of the defences and limits of liability which the Agent or the performing operator is entitled to invoke under this Contract.

20. Force Majeure

20.1 If by reason of any event of Force Majeure, including but not limited to, epidemics or pandemics including COVID-19 and viruses which are outside the control of the Agent, results in the delay of or prevention from, performing any of the provisions of this Contract:

20.1.1 Then such delay in performance shall not be deemed to be a breach of this Contract;

20.1.2 No loss or damage whatsoever shall be claimed by the Guest by reason thereof; and

The Agent shall use its best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure





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21. Baggage and Personal Effects

21.1 Guests may take a reasonable amount of luggage on board the Yacht containing clothing, toiletry articles and personal effects. It is strongly recommended to have soft baggage and not hard suitcases.

21.2 Where Guests board or disembark the Yacht by helicopter, the Agent recommends the use of "soft luggage" and no more than 15 kg per Guest. If travelling by private plane no more than 10kg per guest applies.

21.3 Guests may not take on board the Yacht; firearms, controlled or prohibited substances or inflammable or hazardous items, or any items prohibited by law. The Yacht's officers and crew have the right to enter and search Guest cabins, baggage or person, for any hazardous, controlled or prohibited substances or items.

22. Notice Of Loss Or Damage To Luggage

22.1 Guests must give written notice to the Agent, failing which the Agent shall not be under any liability for loss or damage to luggage of any kind:

22.1.1 In the case of apparent damage to luggage or valuables before or at the time of disembarkation of the Guest;

22.1.2 In the case of damage to luggage or valuables which is not apparent, or loss of luggage or valuables, within three (3) days from the date of disembarkation.

23. Time Bar For Actions

23.1 Any action for damage arising out of death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of six (6) months:

23.2 The limitation period shall be calculated as follows:

23.2.1 In the case of personal injury, from the date the injury was suffered;

23.2.2 In the case of death occurring during carriage, from the date when the Guest died, and in the case of personal injury occurring during the Charter and resulting in the death of the Guest after disembarkation, from the date of the personal injury;

23.2.3 In the case of loss of or damage to luggage (including valuables) from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

23.3 The Law of Queensland, Australia shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action under this Contract be brought after the expiration of a period of three (3) years from the date of disembarkation of the Guest or from the date when disembarkation should have taken place, whichever is the later.

24. Governing Law And Jurisdiction

24.1 This contract shall be governed by and construed in accordance with the laws of Queensland, Australia and subject to the exclusive jurisdiction of the courts of Queensland, Australia.

25. Interpretation Of Contract

25.1 There are no oral or implied agreements between the Guest and the Agent and this Contract can only be modified in writing and signed by the Agent. Any portion or provision of this contract which is deemed invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions of the Contract which shall remain in full force and effect.

26. Sports And Recreational Activities And Equipment

26.1 In consideration of the Guests payment of the Charter fare, the Guest may have the option, subject to local weather conditions as well as the laws and regulations of each port of call, to utilise the yachts furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Yacht and all locations visited during the Charter. These activities could include but are not limited to jet skiing, kayaking, snorkelling, diving, swimming (collectively "sports activities"). You acknowledge that: (a) there are inherent risks and dangers involved with Your participation in sports activities that can result in serious injury or death; (b) The Agent can in no way guarantee Your safety or welfare in any sports activities and the yacht is merely providing sport equipment and sport instruction to enhance the Your enjoyment; (c) You shall knowingly and voluntarily assume the risk of and shall indemnify the yacht against any claims made by or on Your behalf as a result of using the yachts equipment and participating in sports activities; (d) You shall acquire the training necessary to participate in sports activities and shall follow the rules and procedures maintained by the yacht; and (e) The yacht shall accept no responsibility for the Your failure to abide by the Yacht's rules, governmental rules, regulations and restrictions concerning sports activities.





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27. Insurance

27.1 The Agent strongly recommends that You take out travel and health insurance appropriate for the entirety of the Charter and any Activities or Ancillary Activities You may participate in.

27.2 It is strongly recommended travel and health insurance cover be taken out not only against normal travel risks, but all travel risks (and general risks) associated with COVID-19 and additional risks appropriate to the Charter and destination.

27.3 It is recommended insurance includes (but is not limited to) cancellation charges (including any cancellation costs and charges associated with third party providers for accommodation, travel, airfares, tours and activities), medical costs, quarantine, evacuation, medivac, repatriation and any other costs and expenses that may arise.

27.4 If You do not purchase travel and health insurance and as recommended, You may not be able to recover the above-mentioned costs.

28. Payment Policy

28.1 All pricing on this site is reflected in Australian Dollars \$AUD unless otherwise specifically stated.

28.3 At the time of booking, You will receive an invoice for payment. The invoice will include GST in the pricing.

28.4 To secure a YOTSPACE cabin booking, a 50% deposit or full payment is required within forty-eight (48) hours of receiving confirmation of Your booking request. Bookings are not guaranteed until payment is received by the Agent, their agent or authorised representative. Until payment is received and cleared, the Agent will not guarantee Your booking. If payment is not received, Your booking will be cancelled without notification.

28.5 Full payment is required on or before 120 calendar days (17 weeks) before the charter departure date. If the departure date is inside the 120 calendar days (17 weeks), full payment must be paid at the time of booking.

28.6 Payment may be made by bank transfer, Visa®, Master Card® credit cards on our encrypted STRIPE payment system as detailed on the invoice. No credit card information is stored by the Agent. Merchant Fees will apply to credit card payments. For international bank transfers, You are advised to speak with Your bank regarding transfer fees.

28.6.1. Visa and Master Card attract fees of 1.2%

28.6.2. AMEX Cards attract fees of 1.8%

28.7 Please be aware that some credit card issuing banks may impose a "Transaction Fee" on credit card transactions. This "Transaction Fee" is an arbitrary fee imposed by the credit card issuing banks which accrues solely to their benefit. (For International SWIFT transfers please consult Your bank for transfer fees) The Agent derives absolutely no benefit, monetary or otherwise, from these fees. The bank merchant fees and charges are payable by Guests to the Agent and are non-refundable.

28.8 Please note, where pricing has been converted from a foreign currency to AUD (or in some circumstances to USD) your credit card company or other payment provider may charge a conversion fee.

29. Guest Cancellations & Refunds

29.1 Cancellation requests must be made in writing to the Agent and acknowledged by the Agent. You are strongly advised to speak with Your travel agent with regard to the purchase of specific travel insurance for the Charter at the time of booking. If cruising in Australia please review the government website <https://www.smartraveller.gov.au/before-you-go/getting-around/cruises>. For all other countries please review the local government websites. Guests who cancel prior to the charter departure for any reason, including medical reasons, will be subject to the following cancellation fees:

29.2 Cancellation requests received prior to the Charter:

29.2.1 All Cancellation requests must be received in writing.

Requests received 12 months+ prior to departure - 10% fee applies

Requests received 365-151 days prior to departure - 25% fee applies

Requests received 150-91 days prior to departure - 50% fee applies

Requests received 90-31 days prior to departure - 75% fee applies

Requests received 30 days or less prior to departure - 100% fee applies.





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29.2.2 Failure to board at the time of the Charter - 100% of the total Charter Fare forfeited to the Agent.

29.2.3 Voluntary termination by the guest of a cruise in progress will result in no refund.

29.2.4 The Agent reserves the right to charge reasonable amendment or cancellation fees.

30 Covid/ Pandemic Policy

30.1 Should a pandemic or an outbreak occur and disrupt travel plans in the destination of departure or a ruling government prevent travel, all paid bookings will be held for future travel when permitted and subject to availability. Guests will be moved to another charter with the same terms and conditions of the deferred charter at no charge. Guests may also have the option of a refund of monies paid less any bank merchant fees and a 10% administration fee subject to the terms and conditions of the individual yacht charter agreement.

Please consult your travel agent and update your travel insurance policy for the change of charter date.

30.2 Each and every Yacht follows the governments Covid/Pandemic Policy of the yachts current and flagged origin. Strict Health & Safety Plans are in place for both guests and crew.

30.3 YOTSPACE and our yacht captains take the safety and wellbeing of passengers very seriously. The yacht follows on-board sanitisation protocols to ensure the vessel is highly sanitised at all times. All guests are to register their principle place of residence and disclose to the company (YOTSPACE) if they have recently visited a Covid-19 hotspot in the 3 weeks prior to departure. We will require passengers to visit their GP and provide a health report 72 hours prior to departure. We recommend self-isolation to the extent possible prior to departure. For all updates on travel to and within Australia visit <https://www.smartraveller.gov.au/>

31. Privacy Act

During the Booking process the Agent may ask for personal information, including but not limited to, the Your full name and address, passport or driver's license details, credit card details, date of birth and credit or business history and the Agent will treat this information in accordance with the Australian Privacy Laws.

31.2 The Passenger authorises the Agent to handle such personal information as follows:

31.2.1 To collect personal information within the meaning of the Queensland Information Privacy Act 2009 (Qld) and the Privacy Act 1988 (Cth);

31.2.2 Enter into contracts with You;

31.2.3 From any third party making a Booking on Your behalf;

31.2.4 From any third party where it is necessary to provide health service to You (including medical disembarkation) and where You are unable to provide the information directly;

31.2.5 For security purposes;

31.2.6 For accident/incident reporting, investigation and management purposes;

31.2.7 Where lawful and reasonably necessary to perform the function as Carrier, or activities where the Carrier may be required to collect sensitive information, including information about health, race and criminal record;

31.2.8 To disclose Your personal information to the Agents service providers, including marketing agencies, emergency response providers, claims processors and lawyers for the purpose of enabling them to provide relevant services.

