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## Terms & Conditions

This document is the contract between the Guest and the Contractor 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 29 and the importance of obtaining appropriate insurances.

### 1. Introduction

This Contract contains all the terms of agreement between You and the Contractor. 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 Voyage You have booked and paid for. The terms, conditions and limitations herein shall apply to any and all disputes between You and the Contractor regardless of whether arising aboard the Superyacht 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 Voyage 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 Voyage, 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 Superyacht Owner who is responsible for the navigation of the Superyacht and anyone who from time to time is appointed to act with the Captains authority during the Voyage;

**"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.

**"Contractor"** 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 Superyacht, explosion, collision, stranding, foundering, breakdown or damage to the Superyacht 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-contractors, suppliers or other third parties (including telecommunications carriers) material shortages or other disruption to the Voyage beyond the Contractors 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 Voyage agreed between the Contractor and the Superyacht Owner, subject to any amendments agreed between them from time to time

**"Passenger"** means all other persons entering into a Contract with the Contractor for the hire of a cabin on board the Superyacht and includes any representative, agent, employee, family member, or contractor of the person on whose behalf the person has booked and travelling on board the Superyacht for the purpose of the Voyage; 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 Contractor, the Contractors Agents, Authorised Representatives, the Superyacht Owner, Charterers, the Captain, the Crew their respective affiliates, officers, directors, managers, employees, agents and all concessionaires, independent contractors or other providers of any services or facilities in connection with or incidental to the Guest's Voyage, 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").

**"Superyacht"** means the Vessel allocated or substituted for the Voyage.

**"Voyage Departure Date"** means the date and time specified for departure of the Voyage.

**"Voyage"** 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 Voyage, any shore excursions or shore side facilities related to or offered during the Voyage, and all transportation to or from the Voyage if purchased through or arranged by the Contractor.

**"Voyage Fare"** means the amount actually received by the Contractor for Your Voyage. It covers the Voyage package, optional use and enjoyment of Contractor-furnished sports and recreational equipment, scheduled meals, beverages and accommodations while on board. The Voyage 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 Superyacht 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.





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## 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 Contractor.

**3.2** The Contractor 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 Voyage, including any failure to remit funds to the Contractor or to remit any refund to You and the Guest remains liable for the fare due to the Contractor. 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 Contractor 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 Superyacht, 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 Voyage, inform the Contractor, 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 Voyage and any additional information regarding any prescriptions that may affect the Guest while on the Voyage. If any such condition arises after the Guest has booked the Voyage, the Guest must report the condition to the Contractor, in writing, as soon as the Guest becomes aware of it.

**4.5** The Contractor reserves the right to cancel a Guests Voyage or refuse passage to any Guest, who does not disclose such information, or in the Contractor or the Captains opinion is unfit or unable to travel on the Voyage 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 Superyacht.

**4.6** Pregnant Guests who have entered their twenty-fourth week of pregnancy prior to the commencement or during the Voyage will not be permitted to embark. Failure to report any such condition or prescriptions will release the Contractor or any other personnel affiliated with the Contractor 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 Contractor shall have no responsibility or obligation to provide any special services or medical equipment to the Guests. The Guest shall be liable to the Contractor and shall reimburse the Contractor for all loss, damage or delay sustained by the Contractor 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 Superyacht 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 Superyacht 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 Contractor may refuse to embark, disembark, quarantine or confine You to a cabin, if, in the sole opinion of the Contractor, Your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace, tranquillity or enjoyment of the Superyacht or other Guests or persons on board.

**4.10** If the Contractor refuses to allow a Guest on board for any of the reasons mentioned above, prior to the commencement of the Voyage, a refund of the Voyage 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 Contractor's cancellation policy referenced in this Contract, with no further liability to the Contractor whatsoever.





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

**4.12** Should the Superyacht 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 Contractor harmless for any costs, expenses, penalties or demands whatsoever arising therefrom.

**4.13** The nature of travelling on board a Superyacht, is inherently dangerous and the Guest accepts and assumes the risks and perils of the sea that may arise during the Voyage. The Guest accepts and acknowledges that risks associated with the Voyage 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 Superyacht under any circumstances unless deemed necessary to assist with a physical disability and provided:

**4.14.1** the Contractor is given advance written notice at the time of booking the voyage 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 Contractor should the animal cause injury, illness, death, damage or loss to any other person or to the Superyacht.

**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 Contractor 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 Voyage or due to cancellation of the Voyage.

**4.17** The Guest acknowledges that they are participating in an organised voyage itinerary, all-inclusive superyacht voyage/cruise with other paying Guests and that all Guest behaviour must be respectful at all times, to both fellow Guests and to the superyacht Captain and crew.

**4.18** The Guest acknowledges that they do not have the authority to change any or part of the itinerary or any/part of the all-inclusive offerings on any booked Voyage.

**4.19** 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 Superyacht. 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 Contractor – 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 Superyacht, 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 Superyacht or any person on board, or vitiate the Superyachts insurance, or prevent or be likely to prevent timely redelivery at the end of the Voyage or otherwise be prejudicial to the Contractors interests.

**5.2** The Guests must at all times afford the Captain, crew or any persons on board the Superyacht 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 Voyage.

**5.3** The Captain can at any time, terminate the Voyage 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 Superyacht or its passengers are at risk, or in circumstances where a Guest refuses to comply with the Captains directions. The Contractor will not be liable for any costs or expenses directly or indirectly associated with the termination of the Voyage or in declining to carry a Guest, or for the involuntary disembarkation of a Guest.





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## 6. Weather

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

**6.2** The Captain or the Contractor have absolute discretion in determining if weather conditions are safe to operate the Voyage in accordance with any planned itineraries, up until the time of departure and throughout the Voyage. The Contractor may at the Contractor's absolute discretion, extend the Voyage subject to the Superyacht's availability and agreement between the Contractor and the Guests.

## 7. General Guest's Interruption of Voyage; 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 Contractor, 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 Superyacht 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 Contractor 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 Contractor and the Superyacht'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 Contractor for any charges, costs or resulting expenses or fines that it may incur as a result of the Guests' actions or presence on the Superyacht, apart from the services provided as part of this Contract.

## 9. Life Jackets and Attire

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

**9.2** All safety equipment will be provided on board the Superyacht. 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.

## 10. Unauthorized Stopovers or Disembarkation

Unauthorized stopovers or disembarkations, or a Guest's failure to make any sailing time of the Superyacht at any port or marina for any reason, shall be at the sole risk and expense of the Guest. The Contractor 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** The Voyage is intended for adult Guests over the age of eighteen (18) only. No child under the age of eighteen (18) at the time of sailing will be accepted as a Guest.

**11.2** Notwithstanding the above, children under the age of eighteen (18) ("minors") will be accepted in circumstances where the Voyage is a sole charter without other paying Guests. This must be agreed directly with the Contractor.

**11.3** The Contractor provides no services intended or suitable for minors, this includes all excursions, water sports or other activities.

**11.4** The Contractor may, at its full discretion, deny minors any access or use of the Contractor's facilities or services, including alcohol and bar services.

**11.5** The Contractor provides no services related to the care of minors such as babysitting, childcare or entertainment for children. The Contractor 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 Contractor eight (8) weeks before sailing. You agree to fully supervise any and all persons under the age of eighteen (18) accompanying you during the Voyage. You also agree to indemnify the Contractor 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.





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## 12. Cancellation Prior to Embarkation

**12.1** Refunds for Guest cancellations are limited by the terms of the Contractor's cancellation policy. The Contractor may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Contract at any time before departure and the Contractor's only liability will be to refund to the Guest the amount received for the Voyage Fare. Under no circumstances shall the Contractor be liable for any other loss or damages whatsoever, including but not limited to consequential losses of any nature.

## 13. Contractors Cancellation, Deviation or Interruption of Voyage: Change in Accommodations

**13.1** The Contractor 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 COVID-19 (including but not limited to a Passengers positive result of a PCR Test during a Voyage, or symptoms of COVID-19 during the Voyage) and many other unforeseen circumstances may necessitate a deviation from the planned itinerary. The Contractor and or the Captain of the Superyacht may at any time, at their complete and absolute discretion:

**13.1.1** Cause the Superyacht 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 Contractor's discretion;

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

**13.2** In the event the Contractor cancels the voyage twenty-four (24) hours prior to the commencement of the Voyage, 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 Contractor (less any bank fees) or the option to rebook the Voyage subject to availability.

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

**13.4** If any portion of the Voyage is cancelled, the Contractor shall refund a proportionate share attributable to the cancelled portion;

**13.5** If in the opinion of the Contractor, booked accommodations must be changed, the Contractor shall have the right to allocate other accommodations to the Guest.

**13.6** The Contractor strongly recommends Guests plan to arrive in the region of the port of departure the day prior to the Voyage 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 Superyachts and assumes all liability and risks associated with and incidental to travel at sea and transportation and handling of Guests and luggage.

**14.2** Superyachts 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 Voyage 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 Contractor cannot guarantee the Guests safety while on board the Superyacht or on shore.

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





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**14.4** It is recommended Guests consult governmental and tourist organisations that regularly issue advisories and warnings to travellers and the Contractor 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 Voyage. The Contractor 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 Voyage, 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 Superyacht.

**14.7** The Contractor 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 Voyage, who shall be considered independent contractors working directly for the Guest.

**14.8** The Contractor 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 Contractor in the event the Contractor 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 Superyacht, either inside or on deck – this includes e-cigarettes.

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

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

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

### 16. Carriers Limitation of Liability

**16.1** The Liability of the Contractor 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 Contractor 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 Contractor or third party providers, including Activities or Ancillary Services, over whom the Contractor has no direct control, an event of Force Majeure affecting the Guest, the Contractor or Related Third Parties or any other event which is beyond the Contractors control or which is not preventable by reasonable diligence on the Contractors part.

**16.3** With the exception of where the CCA applies mandatorily, the Contractor 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 Contractors 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 Contractor has a liability to the Guest, the Contractors liability is limited to, at the Contractors discretion, supplying the Guest with an equivalent Voyage or monetary equivalent of the value of the Voyage Fare paid or payable for the subject Voyage 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 Contractor 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 Superyacht, 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 Contractors 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 Contractor, on demand, for any loss suffered or incurred by the Contractor (including for death or personal injury to any other Guest or any of the Contractors 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;





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**18.1.3** If the Contractor deems that the Guest requires medical attention or an ambulance, the Guest (or the Guests legal representative) must indemnify the Contractor, on demand, for any expenses the Contractor 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 Contractors Servants

**19.1** If an action is brought against a servant or agent of the Contractor 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 Contractor 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 Contractor, 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 Contractor shall use its best endeavours to minimise and reduce any period of suspension occasioned by any event of Force Majeure

## 21. Baggage and Personal Effects

**21.1** Guests may take a reasonable amount of luggage on board the Superyacht containing clothing, toiletry articles and personal effects.

**21.2** Where Guests board or disembark the Superyacht by helicopter, the Contractor recommends the use of “soft luggage” and no more than 15 kg per Guest and private planes 10kg per Guest.

**21.3** Guests may not take on board the Superyacht; firearms, controlled or prohibited substances or inflammable or hazardous items, or any items prohibited by law. The Superyacht’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 Contractor, failing which the Contractor 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 Voyage 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. Liability

**24.1** The Guest and any of his or her property will be carried by the Contractor on the Superyacht at the Guests own risk and the Contractor will not be liable for any loss, damage, delay, injury, illness or death suffered by the Guest and/or for any loss of or damage to any property (including valuables) or luggage of the Guest, even if caused by the negligence of the Contractor; unless in the case of the property it has been deposited by request, for safe keeping with the Captain or the Purser and the loss or damage to that property is caused by the negligence of the Contractor, in which case the liability of the Contractor shall be limited to the value of the damaged goods, the value of the property or luggage or a maximum of AU\$1,500 in total for all luggage or property loss or damaged, whichever shall be the lesser value. Should the Guests negligence cause or contribute to the loss or damage of the property, then the compensation for such loss or damage payable by the Contractor shall be reduced in proportion to the negligence or contributory negligence of the Guest.

**24.2** Without limiting the foregoing, the Contractor excludes liability for all excluded recreational liabilities arising out of the supply of recreational services within the meaning of the CCA.





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**24.3** The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage and the extent of the loss or damage, shall lie with the claimant.

**24.4** Liability, if any, for loss or damage to luggage occurring elsewhere than on board the Superyacht in connection with (but not limited to) air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services. The Guest agrees that the Contractor does not guarantee the performance of such service and shall not be liable in any respect or capacity for any such loss or damage.

**24.5** The Contractor does not undertake to carry as baggage any money, valuables, precious stones, gold, silver or any other similar articles (the "Items") on board the Superyacht. Guests must arrange their own insurance to cover the value for loss or damage of items greater than AU\$1,000 and/or arrange to have them shipped to the destination by other means. The Contractor and the Related Parties shall not be liable whatsoever, for negligence or otherwise, for any loss or damage to such Items, or cash, negotiable instruments, documents, jewellery, computers, electronics, tools of the trade or product samples, dental or optical items of any kind, medications, sports equipment or cameras, whether kept in the cabin, in the Guest's baggage, in the Superyacht's safe (if applicable) or otherwise; or for loss or damage to property or baggage while not in the possession of Contractor on board the Superyacht; or for damage due to wear, tear or normal usage. Items stored in the Superyacht's safe are subject to the same limitations as set forth above. Under no circumstance will the Contractor or any Related Party be responsible for loss or damage to any item placed in the safe. Any claim arising from damage or loss to baggage or property is subject to proof by the Guest of the actual cash value of the item(s) in question, up to the limits as set forth above.

**24.6** Where applicable, the Contractor shall be entitled to the benefit of any and all restrictions, exemptions, immunities, and limitations of liability set forth in the "Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974", as well as the "Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976" ("Athens Convention") which limits Operator's liability for death or personal injury of a passenger to no more than 46,666 Special Drawing Rights ("SDR") and limits the Contractor's liability for a passenger's luggage or other property to 833 SDR per passenger.

**25.** The Contractor hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, unless such damages were either the result of a physical injury to the Guest, the result of that Guest having been at actual risk of physical injury, or such damages were intentionally inflicted by the Contractor.

## 26. Governing Law And Jurisdiction

**26.1** 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.

## 27. Interpretation Of Contract

**27.1** There are no oral or implied agreements between the Guest and the Contractor and this Contract can only be modified in writing and signed by the Contractor. 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.

## 28. Sports And Recreational Activities And Equipment

**28.1** In consideration of the Guests payment of the Voyage 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 Contractor's furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Superyacht and all locations visited during the Voyage. 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 Contractor can in no way guarantee Your safety or welfare in any sports activities and the Contractor 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 Contractor against any claims made by or on Your behalf as a result of using the Contractor's 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 Contractor; and (e) The Contractor shall accept no responsibility for the Your failure to abide by the Superyacht's rules, governmental rules, regulations and restrictions concerning sports activities.







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## 29. Insurance

**29.1** The Contractor strongly recommends that You take out travel and health insurance appropriate for the entirety of the Voyage and any Activities or Ancillary Activities You may participate in.

**29.2** 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 Voyage and destination.

**29.3** 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.

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

## 30. Payment Policy

**30.1** We cannot guarantee that all voyages will depart. All cabins must be filled for a guaranteed departure. The Contractor will notify You in the event the Voyage is cancelled.

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

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

**30.4** 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 Contractor, their agent or authorised representative. Until payment is received and cleared, the Contractor will not guarantee Your booking. If payment is not received, Your booking will be cancelled without notification.

**30.5** Full payment is required on or before sixty (60) calendar days (8 weeks) before the Voyage Departure date. If the departure date is inside the sixty (60) calendar days (8 weeks), full payment must be paid at the time of booking.

**30.6** 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 Contractor. Merchant Fees will apply to credit card payments. For international bank transfers, You are advised to speak with Your bank regarding transfer fees.

**30.6.1.** Visa and Master Card attract fees of 1.2%

**30.6.2.** AMEX Cards attract fees of 1.8%

**30.7** 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 Contractor derives absolutely no benefit, monetary or otherwise, from these fees. The bank merchant fees and charges are payable by Guests to the Contractor and are non-refundable.

**30.8** 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.

## 31. Guest Cancellations & Refunds

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

**31.2** Cancellation requests received prior to the Voyage:

**31.2.1** Sixty (60) days or less prior to voyage departure – forfeiture of 50% deposit – Should the Contractor re-sell that reserved cabin, for that departure, for that date, prior to the Superyacht voyage departure, an administration fee equal to only 10% of the voyage shall apply

**31.2.2** Cancellation within Thirty (30) days or less -100% of full Voyage Fare to be forfeited;

**31.2.3** Failure to board at the time of the Voyage – 100% of the total Voyage Fare forfeited to the Contractor.

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

**31.2.5** The Contractor reserves the right to charge reasonable amendment or cancellation fees.

## 32. Covid/ Pandemic Policy

**32.1** 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 voyage with the same terms and conditions of the deferred voyage at no charge. Guests may also have the option of a refund of monies paid less any bank merchant fees. Please consult your travel agent and update your travel insurance policy for the change of voyage date. Please Note: Individual policies may apply on some superyachts for fresh food provisioning costs. Please enquire at time of booking.

**32.2** Each and every Superyacht 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.





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**32.3** YOTSPACE and our superyacht captains take the safety and wellbeing of passengers very seriously. The superyacht 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.smarttraveller.gov.au/>

### 33. Privacy Act

During the Booking process the Contractor 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 Contractor will treat this information in accordance with the Australian Privacy Laws.

**33.2** The Passenger authorises the Contractor to handle such personal information as follows:

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

**33.2.2** Enter into contracts with You;

**33.2.3** From any third party making a Booking on Your behalf;

**33.2.4** 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;

**33.2.5** For security purposes;

**33.2.6** For accident/incident reporting, investigation and management purposes;

**33.2.7** 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;

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

