

**SWEET GEORGIA CRUISING 2019 LIMITED  
TERMS OF TRADE**

In these Terms of Trade we have used “we”, “us”, and “our” to refer to **Sweet Georgia Cruising 2019 Limited** and “you” to refer to our guests. By securing any charter booking with us with payment of the deposit, you agree to these Terms of Trade and are deemed to have read and understood them.

**1. AGREEMENT**

- 1.1 This Agreement is between us and the person who confirms the charter in writing by email and is in charge of chartering the vessel (“**Primary Charter Guest**”).
- 1.2 The Primary Charter Guest agrees to these Terms of Trade on behalf of all other guests covered by the charter booking and acknowledges they have the necessary authority to do so (where “you” or “your” is referenced it refers to the Primary Charter Guest and all other guests covered by the charter booking (“**Guests**”).

**2. PRICE**

- 2.1 Upon receiving the confirmation of charter in writing to us via our email [info@sweetgeorgiacruising.com](mailto:info@sweetgeorgiacruising.com) we will issue you with an invoice for our Services (as defined by clause 3) and the deposit amount required.
- 2.2 All prices are in New Zealand Dollars with charter costs being exclusive of GST and disbursements and food, catering and alcohol costs being inclusive of GST and disbursements.
- 2.3 All prices are accurate at the date of the invoice and are not normally subject to change from the deposit payment date. However, we reserve the right to increase or decrease our prices as applicable and will notify you in writing of any change.

**3. SERVICES**

- 3.1 Our invoiced Services include:
- (a) the charter costs (including all costs related to the skipper/captain and crew, fuel, power, telecommunications and other consumables) and;
  - (b) all food and catering costs associated with any food package selected on the charter booking form.
- 3.2 Our invoiced Services do not include any of the following:
- (a) alcohol purchased on-board during the charter period and paid for in accordance with clause 4.
  - (b) an extension of your charter period due to late departure charged at our hourly rate and in accordance with clause 8.

**4. TERMS OF PAYMENT**

- 4.1 We require payment of a deposit, being 20% of the invoiced amount for our Services, issued following receipt of the completed charter booking. Payment is required at the time the charter booking form is returned to confirm your booking with us.
- 4.2 The balance of the invoice for your charter booking must be paid to us in full 30 days prior to the departure date via credit card or bank transfer.
- 4.3 If payment in full is not received by us 30 days prior to the departure date we may cancel your booking and retain your deposit.
- 4.4 You agree to make payment in full for any alcohol purchased on-board during the charter period at the conclusion of the charter, by eftpos, credit card or cash.

**5. AMENDING YOUR BOOKING**

- 5.1 You can request changes to your booking after it has been confirmed if we receive written notification from

the Primary Charter Guest of the requested change by email to [info@sweetgeorgiacruising.com](mailto:info@sweetgeorgiacruising.com)

- 5.2 We will use our best endeavours to accommodate your request.
- 5.3 Any changes to food options and catering or guest numbers must be received within 14 days of the departure date to be accommodated and may incur additional costs to the original invoiced amount.

**6. CANCELLATION BY US**

- 6.1 We reserve the right to make changes to your booking as necessary and will advise you of these at the earliest possible date.
- 6.2 We will use our best endeavours to avoid cancelling your booking 15 days prior to your departure date. However, we may need to cancel your booking for any of the following unavoidable reasons:
- (a) Technical and or operational reasons such as unavailability of skipper/captain, crew or the vessel; or
  - (b) Poor weather conditions (as determined by the skipper/captain).
- 6.3 If we need to cancel your booking for any of the reasons set out in paragraph 6.2 we will offer:
- (a) a replacement booking on an alternative date; or
  - (b) if you do not wish to accept the replacement booking, a full refund of the charter fee.

- 6.4 Acceptance of any refund will be deemed full and final settlement of all and any claims between us and you that arise out of the charter booking.

- 6.5 If we need to cancel your booking for reasons outside of our control due to a ‘Force Majeure’ event (including war, threat of war, riot, civil unrest, industrial dispute, terrorist activity, natural or nuclear disaster or fire and adverse conditions) no compensation or replacement booking will be offered.

- 6.6 If payment in full is not received 14 days prior to your departure date in accordance with clause 4.3 we may cancel your booking. No compensation or return of your deposit will be applicable.

- 6.7 We reserve the right at our sole discretion to terminate the charter booking at any time from the commencement of or during the charter booking, if you fail to adhere to rules 3 or 4 as set out in our Rules provided to you and found on our website.

- 6.8 Upon cancellation pursuant to clause 6.5 our responsibility for your charter booking ceases and we will not be liable to you for any compensation or extra costs incurred by you as a result.

- 6.9 If cancellation is due to a breach of rule 4 of the Rules we may be legally required to report the incident to the New Zealand Police and criminal charges may follow as a result.

**7. CANCELLATION BY YOU**

- 7.1 You can cancel your charter booking with us at any time by providing written notification of cancellation from the Primary charter Guest by email to [info@sweetgeorgiacruising.com](mailto:info@sweetgeorgiacruising.com).

- 7.2 Cancellation will be effective from the date written notification is received by us.

- 7.3 The following cancellation charges will apply depending on the period prior to the departure date in which notice of cancellation is received by us:  
32+ days: 20% Deposit  
0-31 days: 100% of total booking cost (excluding food supply costs if received before supplies have been purchased (usually 48 hours before departure date) or some lesser amount at our sole discretion).
- 8. LATE ARRIVAL FOR CHARTER**
- 8.1 The assembly and departure times for your charter must be strictly adhered to. The charter will conclude and the vessel returned to its mooring at the time agreed on your booking form.
- 8.2 If the commencement of your charter is delayed due to your late arrival, no refund will be offered.
- 8.3 Any extension of your charter booking and the return of the vessel to compensate for a late departure will be subject to vessel and crew availability and at our sole discretion. Any extension of the charter time will be charged at our hourly rate as provided on our website and will be payable at the conclusion of the charter by eftpos, credit card or cash.
- 9. INDEMNITY**
- 9.1 Without limiting any of our rights or remedies, you indemnify us as a continuing indemnity against any damage, loss, claim, expense, liability proceeding caused by you occurring as a result of any direct or indirect breach of your obligations under these Terms of Trade, in particular any damage or loss suffered to the vessel or its contents.
- 10. LIABILITY AND RISK**
- 10.1 You engage in any activities and the use of our sporting equipment whilst on-board entirely at your own risk.
- 10.2 You must abide by our Rules and Health and Safety Policy and procedures at all times whilst engaging in any activities or using any sporting equipment whilst on-board.
- 10.3 To the extent that we may be liable to you for any reason for any loss suffered by you, such liability is limited to the dollar amount (less tax) which you actually pay to us in respect of your charter booking.
- 10.4 Except to the extent that the law prevents us from excluding liability and as expressly provided for in clause 10.3 above, we will not be liable to you for any loss, damage or liability of any kind, including any indirect or consequential loss suffered by you in contract, tort (including negligence) or otherwise, including but not limited to all connecting travel costs, accommodation costs, meal costs or other travel related costs or losses.
- 10.5 If your charter booking is for business purposes, the guarantees contained in the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 are excluded from these Terms of Trade and your booking with us. All other warranties that would otherwise be implied are excluded from these Terms of Trade and your charter booking with us to the extent permitted by law.
- 11. HEALTH AND SAFETY**
- 11.1 You agree to abide by the health and safety requirements contained in our Rules and Health and Safety Policy at all times during the charter period and the instructions of the skipper/captain and crew to ensure your safety, and ours, whilst on-board the vessel.

**12. CRUISING DESTINATIONS**

- 12.1 The course that the vessel will take during the period of the charter booking is at the sole discretion of the skipper/captain in conjunction with the Maritime Transport Act 1994, the Maritime New Zealand Rules, local harbour bylaws and any and all other applicable laws.
- 12.2 Whilst we will endeavour to accommodate your cruising destination requests, no guarantee is given by us and the course may need to be varied throughout the charter to comply with the laws and the changing weather patterns.

**13. ALCOHOL**

- 13.1 Alcohol may be available to purchase on-board during your charter booking and payment is required in accordance with clause 4.4.
- 13.2 Our ability to sell and serve you alcohol during your charter is strictly governed by the provisions of our liquor licence as set out in the Rules provided to you and found on our website and you agree to abide by these Rules as they relate to the sale and consumption of alcohol whilst on-board.
- 13.3 If any alcohol is to be purchased on-board during the charter one of our food packages must also be purchased.

**14. JURISDICTION**

- 14.1 These Terms of Trade are governed by and construed in accordance with the current laws of New Zealand and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand for any disputes or proceedings arising out of or in connection with these Terms of Trade.

**15. GENERAL**

- 15.1 These Terms of Trade and all other agreement terms between you and us for your charter booking, including our invoice and related terms, the booking form and our Rules, constitute the entire agreement between you and us for your charter booking. You agree that these supersede any other agreements we may have and that no other terms apply to your booking unless expressly stated as being applicable within our Terms of Trade and all contract terms with you.
- 15.2 You must not assign or transfer any of your rights or obligations under these Terms of Trade.
- 15.3 We may assign all or any of our rights or obligations under these Terms of Trade and all contract terms with you, to any purchaser of our business as a going concern, without any prior notification or consent from you.

**16. PRIVACY**

- 16.1 You authorise us to collect personal information about the Guests as part of our booking process, in particular:
- (a) the Primary Charter Guest's personal information, including but not limited to, full name, email address, postal address and telephone numbers; and
  - (b) the full names of each additional Guest in your charter hire group to allow us to comply with our health and safety obligations and those imposed by maritime laws and bylaws.
- 16.2 By signing the completed charter booking form the Primary Charter Guest consents on behalf of themselves and all other Guests (and warrants that they have the necessary authority to do so) to us using photos and or videos for publicity or for any other purpose, in accordance with the privacy and

data protection rules applicable to New Zealand and the General Data Protection Regulation.

**17. DISPUTES**

**17.1** If an issue arises during the period of your charter hire you agree to advise a crew member immediately, who will endeavour to remedy the situation.

**17.2** If your issue is not rectified during the charter by a crew member, you agree to advise us in writing at [info@sweetgeorgiacruising.com](mailto:info@sweetgeorgiacruising.com) within 7 days of your charter hire concluding, of the issue and all relevant information to allow us to come to an amicable resolution.

**18. SURVIVAL**

**18.1** The provisions of this clause 18 and of clauses 4, 9, 10, 14, 16 and 17 of these Terms of Trade and any other provision which by its nature is intended to survive the termination or expiration of these Terms of Trade will survive the termination or expiration of these Terms of Trade or conclusion of the charter hire period.

