

#### JALUN BOOKING TERMS AND CONDITIONS:

When booking Jalun, guests agree to pay the applicable charges and to be bound by the following terms and conditions:

Deposit: 50% of charter fee at the time of booking

Balance due: 30 days prior to departure

All payments made are non-refundable unless the yacht is re-let for the same dates. If the yacht is re-let, the monies will be refunded less a 5% administration fee paid to the yacht.

Cancellation outside of 30 days prior to departure: Guests are allowed to reschedule to other dates within a 12 month period.

Within the 30 days prior to departure, no refunds or date transfers allowed unless agreed with the Captain in writing.

If passengers elect not to travel due to weather conditions but the charter is still operational, 100% cancellation fee will apply.

Changes to guest numbers permitted up to 14 days prior – subject to vessel capacity and other requirements fees may apply and will be quoted as required. Maximum number of passengers is limited to twenty-four (24) pax for day charters and eight (8) adults plus two (2) small children for overnight.

Due to the nature of marine activities, the return time to the designated home port might be later than the published schedule due to weather or other unplanned events – no compensation will be given for late returns to port;

The Captain of the vessel will determine a safe and pleasurable destination/anchorage on the day of charter dependent on weather conditions. Jalun crew cannot guarantee a requested/preferred destination will be possible on any given day;

Outer reef charters only operate in winds up to 15 knots for passenger comfort. Should the skipper/management deem the weather unacceptable to run an outer reef charter, a suitable alternate location will be found for that charter on that day

In the instance of extreme weather predictions, for example a named cyclone, Jalun will cancel any charters for the safety of its guests and crew. Should this occur Jalun will endeavour to provide an alternative charter/tour date or where an alternative date is not available provide a full refund

No compensation will be given in the event the Captain deems some toys, activities or locations are no possible to be utilised due to adverse weather, wind or similar conditions.

Home port: Hamilton Island Marina. Additional surcharge may apply for pick up or drop off to other locations such as Airlie Beach, Daydream Island or Hayman Island

Guests are not permitted to wear shoes on vessels

Smoking is permitted in designated outside areas only

Pets are permitted (by prior application, additional fees may apply)

Guests must abide by any direction given by the Jalun Captain and crew for safety reasons. If direction is not followed or the lives or safety of the vessel is in danger, the Captain has full authority to return the vessel to the Home Port and terminate the charter. In this event the Charterer will not be entitled to any compensation in the charter fee.

All crew hold Responsible Service of Alcohol (RSA) certification and have the right to refuse service to intoxicated guests. Drugs unless prescribed by a registered doctor are not permitted onboard at anytime.

Crew gratuities are customary but at the charterer's discretion

Guests must use the Jalun vessel, its facilities, fixtures, fittings and furnishings and all equipment including recreational equipment with reasonable care. Guests are responsible for the cost of:

- a) making good any damage to the vessel or to its facilities, fixtures, fittings, furnishings and equipment caused or contributed to by the guest or other invitees/guests;
- b) replacing items which have been damaged and which are not economically able to be repaired, including replacing items of recreational equipment which are lost or damaged by guests or other invitees/guests;
- c) excessive or abnormal cleaning of the vessel occasioned by want of care, arising out of guests use of the vessel, its facilities etc;
- d) Damage due to failure to follow crew instructions or negligence

Personal Health Insurance is recommended for all charters. The Captain and crew will use all endeavours to ensure the safety of the charterers at all times. It is agreed by accepting the charter terms and conditions, the Captain, vessel and crew will not accept any liability for any issue that may occur on the vessel or whilst on charter.

Children must be supervised by an adult member of the charter party at all times and are not the responsibility of the crew. Children under three (3) and any persons not competent at swimming must wear a PFD life jacket at all times on the vessel.

Any outstanding accounts will be settled with the Captain, onboard and in cash or credit card prior to disembarkation.

Internet Fair Use Policy: Complimentary internet usage is capped at 1gb per charter day (24hrs) with additional usage charged at \$10 per gigabyte.