

## **IMPULSIVE 1 – Terms & Conditions**

### **Day Charter/ Event**

#### **CHARTER**

The owner agrees to let the yacht to the charterer for the agreed charter period.

#### **Suitability of Vessel**

The Charterer acknowledges having received sufficient information regarding the Vessel (including, as required by the Charterer, photos, videos and personal inspection) to satisfy itself that the Vessel meets its requirements for the Charter. The Charterer is responsible for inspecting the Yacht before the Charter (at a time agreed with the captain) to determine its suitability.

#### **EVENT CONFIRMATION**

Your charter/ event is not confirmed until the deposit payment is received and the primary guest or representative has signed the charter terms and conditions.

#### **PAYMENT**

A 30% deposit for the vessel hire is required to secure the charter.

#### **BALANCE**

The Balance of the payment for the Charter booking must be paid by the date specified in the Details for the payment of the Balance. If the Balance is not paid by that date, the Charter booking is automatically cancelled, and the Deposit is forfeited. IMPULSIVE 1 will retain the whole amount.

#### **STANDARD CANCELLATION POLICY**

1. If a charterer chooses to cancel the charter, the deposit is non-refundable.
2. Cancellation less than 30 days prior: Full payment is due and payable with no monies refundable. If full payment has not been received, IMPULSIVE is entitled to recover from you the outstanding amount.
3. In the above circumstances, consideration will be given to provisioning and staffing costs incurred due to cancellation.
4. Cancellations must be made in writing via email to [experience@impulsive.com.au](mailto:experience@impulsive.com.au)
5. Where monies are refunded in the event of any cancellation, a broker is entitled to a commission equal to the pro-rata commission amount of monies retained only, with no further penalties to apply.

#### **POSTPONEMENT**

The Charterer may, by giving the Owner not less than 60 days written notice before the commencement of the Charter Period, request the postponement of the Charter booking to a later specified date (Deferred Charter Date), subject to:

1. The Vessel is available for charter on the Deferred Charter Date.
2. Any additional fees notified by the Owner for a charter on the Deferred Charter Date being added to the Balance.
3. The Balance (including any additional fees as notified under paragraph (b) above) being paid by the Charterer by the date 14 days before the Deferred Charter Date;
4. A postponement fee of \$1,500.00 (in addition to the balance payment) is paid by the Charterer by the date 14 days before the Deferred Charter Date. If the conditions for the postponement of a Charter booking

are not met, the original Charter booking will proceed unless cancelled following these Terms and Conditions.

## **BOND**

The owner may request a bond to be held for event charters. If a bond is required, the amount will be included in the final invoice unless the charterer's Credit Card details are supplied and held. The bond will be repaid to the Charterer within seven days after the end of the Charter Period except to the extent the Bond is required:

1. To make good loss or damage to the Vessel or equipment used in connection with the Vessel, to the extent caused or contributed to by a Guest; or
2. To undertake the cleaning of the Vessel in circumstances where the Guests have left the Vessel in an excessively untidy or unclean state or decorations have not been removed at the end of the Charter Period, and the Charterer agrees to apply the Bond for the above purposes.

The Owners rights regarding loss or damage caused or contributed to by the Charterer or Guests are not limited to the amount of the Bond.

3. To cover the applicable hourly rate for additional time onboard after the agreed Charter Period ending time.

If Credit Card details are held in place of the bond, the Card will be charged as required under the above clauses (1,2 &3) The charged amount is not limited to the bond amount and includes any merchant fees.

## **CAPTAINS AUTHORITY**

The Captain of IMPULSIVE 1 shall be suitably qualified and carry the necessary license for IMPULSIVE 1's survey. The Charterer and their guests shall recognise the captain's authority regarding safety, navigation, docking and cruising speed. The Charterer and their guests recognise the captain's authority regarding anchorages and cruising routes due to weather. The captain reserves the right to terminate the event at any time and return to the point of embarkation, or the nearest safe location, if the captain believes the safety of the vessel and/or passengers and crew is at risk or if the Charterer or their guest refuses to comply with the Captains directions. Failure to comply with any of the above provisions may result in immediate suspension of the Charter without refund.

## **MECHANICAL FAILURE**

The captain is responsible for the vessel and crew's safety. Due to the yacht's mechanical complexity, there will be situations in which the captain, Australian Maritime Authority, or RINA class society will deem that the vessel cannot operate up to a safe standard as per the Navigation Act 2012. In this case, the charter must be terminated due to legal safety obligations towards passengers. In the event of a termination, the charterer will receive a full refund for any payments made.

## **CHARTERER'S LIABILITY**

The Charterer is liable for themselves, their employees and any contractors whom they may engage with the event and indemnifies IMPULSIVE 1, all IMPULSIVE 1's employees and caterers against any claims, actions, losses, demands, damages and expenses for which IMPULSIVE, its employees, and caterers shall or may become liable or suffer in respect of damage to IMPULSIVE 1's property or injury or death of persons arising out of any wilful, unlawful or negligent act or omission of the Charterer, its employees, agents or subcontractors in connection with this event. It is the responsibility of the Charterer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.

## **GUEST CONDUCT, OBLIGATIONS AND SAFETY**

1. The Charterer is responsible for the behaviour, security and safety of themselves, their guests and any associated contractors whilst on board the Vessel.

2. The Charterer shall observe and comply with all instructions given by the IMPULSIVE 1 captain and crew and within the provisions of this Agreement.
3. The Charterer agrees to ensure that all their guests are aware of the provisions in this Agreement. Activities generally characterised as 'adult entertainment', including nudity, strippers, and topless wait staff, are not permitted as part of any charter onboard IMPULSIVE 1.
4. Any person is prohibited from using, selling, purchasing, or being under the influence of any illegal substance onboard the Vessel. Any guest under the influence of an illegal substance will be immediately removed at the Charterer's expense.
5. The safety of our crew and guests is our priority. If the behaviour of any charter guest threatens this safety, police will be notified, and the charter will be immediately suspended.
6. Any children onboard shall always remain under the direct supervision of an adult and may be required to wear a life jacket.?
7. Rowdy or unruly behaviour, excessive alcohol consumption, consumption of illegal substances or disposal of rubbish over the side of the Yacht is not permitted. It may result in early termination of the Charter, discharge of passengers at the nearest safe location or summons of police, at the sole discretion of the Master. Any costs associated with the early termination of the Charter due to unacceptable behaviour will be worn by the Charterer. The Charterer will not be entitled to a refund for early termination of the Charter due to unacceptable behaviour.
8. Any fines imposed by the relevant authorities concerning rubbish thrown over the side of the Yacht by a passenger or any other claim or cost incurred due to the passenger's unacceptable behaviour will be the Charterers' responsibility.

## **WEATHER CONDITIONS**

1. The Charterer acknowledges that IMPULSIVE 1 can give no assurance as to the likely or possible weather conditions that may prevail during the Charter Period. Accordingly, IMPULSIVE 1 is not responsible for those weather conditions.
2. Adverse weather conditions before or during the Charter Period do not entitle a Charterer to cancel a Charter booking and claim a refund of the Fees paid.
3. The Captain will determine whether the weather conditions are safe for the vessel's operation during the Charter Period.
4. If the Captain deems the weather unsafe before the charter commences, the charterer will receive full credit valid for three years.

## **DECORATIONS**

The Charterer may place decorations on the Yacht during the Charter Period unless other arrangements have been made with the Owner. Decorations must not be placed using adhesive tape, pins, tacks or any other material that will damage or mark the Yacht. Decorations must not leave any marks, residue, or stains on upholstery, teak, carpets, or other vessel surfaces. Decorations that pose an environmental hazard are not permitted onboard, i.e. rubber balloons and plastic confetti. All decorations must be removed by the Charterer at the end of the Charter Period and disposed of appropriately. Additional fees apply if the crew are required to remove set-up and decorations.

## **DAMAGE TO THE VESSEL**

The Charterer shall immediately notify the IMPULSIVE 1 crew on becoming aware of any damage or loss to the Vessel, its facilities or equipment, and any injury to any person during the charter.

The Charterer shall be responsible for the cost of repairing (or replacing) any damage or loss caused to the vessel and its furniture, fittings, and equipment arising out of and/or during the Charterer's event.

## **SHOE-POLICY**

IMPULSIVE has a strict no-shoe policy onboard. A welcome mat and chairs will be provided for guests boarding the yacht to remove their shoes. All guest's shoes will be stowed safely onboard during the

charter. Customised slippers are available at an additional cost. (Note: Medical conditions may be exempt from this rule, discuss with the Captain)

### **RESPONSIBLE SERVICE OF ALCOHOL**

RSA laws will be strictly adhered to.

1. The service of alcohol on the Vessel is subject to statutory responsible service of alcohol obligations and restrictions imposed by the Vessel's on-premises licence. Guests must be responsible for their consumption of alcoholic beverages.
2. Alcoholic beverages are not to be requested or consumed by any person under the age of 18 years; IMPULSIVE 1's crew reserves the right to request the removal of any guest behaving in a dangerous, disorderly, argumentative, offensive, illegal or objectionable way.
3. IMPULSIVE1 has a strict RSA policy. The crew reserves the right to refuse service to anyone underage or overly intoxicated.
4. To ensure the safety of guests returning to the dock, the last drinks are called 30 minutes before the event ends, and the bar will be closed 15 minutes before disembarking.
5. No alcohol is allowed off the vessel during disembarkation.
6. Shots are not permitted onboard

### **GUEST AREAS ON THE VESSEL: TOILETS / SHOWERS / CABINS**

1. Except with the captain's permission, which may be given or withheld at the captain's absolute discretion, Guests are not permitted to enter or remain in the downstairs cabins of the Vessel.
2. Cabins, including beds, are unavailable during day charters unless agreed to in writing before the charter. Additional cleaning fees may apply if used.
3. The Master cabin on the main deck will remain open for the duration of the charter. This is not to be closed and only used to store guest bags and luggage.
4. IMPULSIVE 1 has one bathroom on the main deck, available for day charter guests. Other guest areas and bathrooms will be available subject to the number of guests on board during the charter and at the discretion of the Captain and Chief Stewardess.
5. Showers are not available at any time; there is a freshwater shower on the aft swim platform for guests wanting to rinse off
6. Guests must know that no sanitary items or other non-biodegradable waste are flushed down the toilets (including paper towels and serviettes). Bins are provided, and if a blockage occurs during the charter, the expense to repair and any damage caused will be taken from the bond.

### **EXTENSION OF THE CHARTER**

The Charter Period includes the time required for Guests to board and disembark the Vessel. If, during the Charter Period, the Charterer wishes to extend the duration of the Charter Period, then any extension of the Charter Period and the fee for the extension must be agreed upon with the Captain. The agreed hourly rate can be deducted from the Bond.

### **MUSIC**

We would recommend that you create a Spotify playlist beforehand. The IMPULSIVE 1 crew will control the music volume. DJs must discuss equipment and set up with the Captain before arrival to the vessel. 1 security staff may be required when a DJ is hired.

### **SMOKING**

Smoking and vaping are permitted only on the aft swim platform area while the yacht is anchored. Smoking and vaping are prohibited anywhere else on the vessel or while the vessel is underway. Smoking in prohibited areas may incur charges. Smoking is only permitted individually or in a group of not more than four persons while a crew member is present in the immediate vicinity. All butts must be disposed of in the containers provided

**WATER TAXI**

All embarking or disembarking of guests via water taxis is to be authorised by IMPULSIVE 1's Captain. Payment for this service is the responsibility of the guest being transported, not Impulsive or its Crew.