



HAMPTONS

SYDNEY

EXCLUSIVE CHARTER TERMS & CONDITIONS

Please read the following terms and conditions prior to making a booking with Hamptons Sydney

All passengers are carried at their own risk. Whilst all due care and safety measures are in place on board in line with NSCV regulations.

M/V Hamptons Pty Ltd does not accept responsibility or liability for any injury suffered whilst boarding, aboard or disembarking from any of its vessels.

The skipper is in charge at all times, the skipper (captain) of M/V Hamptons shall have total discretion as to the operation of the vessel including passenger loading, vessel route, carriage of goods, serving of alcohol, acceptable conduct of passengers and the disembarkation of any offensive or intoxicated passengers.

Operation of the vessel and any of its equipment is restricted to the Master and Crew of M.V Hamptons. Please respect our crew and let them do their job.

The observation of any passengers littering, jumping, diving from the vessel during operation will result in fines under NSW Maritime Law.

Depending on the seriousness of the incident M/V Hamptons Pty Ltd can terminate or initiate removal of the offender/s at the skippers discretion without any refunds given on charter costs paid.

We recommend you advise your clients to arrive at the pick up location no later than 15 minutes prior to the pre determined pick up time.

MV Hamptons Passenger Terms and Conditions

1. These Terms and Conditions set out the terms on which you (on behalf of yourself and any person on whose behalf you are booking, together "you" or "your") book with MV Hamptons Pty Limited ACN 624 413 467 (referred to as "we", "us" and "our" in these Terms and Conditions) for all bookings, functions, reservations, products and cruises (referred to as "cruises") operated by us including on the vessel MV Hamptons, and any other cruises, websites, operations or entities operated by us. These Terms and Conditions constitute the agreement between you and us.
2. At the time of booking a cruise, you must pay for it in full. Once booked and paid for, all cruise tickets are non-refundable but may be transferred at our discretion. Any requests to transfer a booking to another date or time must be made 72 hours prior to the cruise time, are subject to availability in the class and any promotional price of your booking and will incur a \$10 transfer fee for each time a request is made]. If in our discretion we agree to any transfers to a different class or promotional price, you must pay the difference between the original booked price and the price of any transferred booking.
3. No agreement will arise between you and us until we have received payment at the time of booking in accordance with this clause. All group bookings and charters require a 25% deposit in order to confirm the booking and full payment and confirmation is required 3 weeks prior to the cruise date.
4. All fares are quoted in Australian Dollars and include Goods and Services Tax (GST).
5. We reserve the right, if we consider necessary (for example, due to mechanical breakdown, for safety reasons or weather conditions), to substitute vessels without notice (including any vessels of a third party), deviate from a vessel's advertised route, change any menu, service, schedule, program, performer or cruise fare. We will endeavour to provide a similar quality vessel, route, menu, service, schedule, program, performance or cruise fare (as the case may be) in these circumstances. In such circumstances, we will not be liable for your direct or indirect loss, or to refund any fares or portions of fares, nor will we be liable for any other damage, loss, expense, loss of time, disappointment, inconvenience, or any other consequential loss suffered by you.
6. We reserve the right to add, withdraw, reschedule or substitute artists and/or vary advertised programs.
7. We will offer a refund or substitute cruise only if a cruise is cancelled, rescheduled or significantly changed (including substantial variation of program or artist) (and you cannot or do not wish to attend the changed cruise), or to the extent otherwise required by law. Our liability in such case is limited to the cruise price paid by you, and we have no liability for any other losses or expenses incurred by you.
8. We will make every effort to cater for your special dietary requirements and allergies. If you have any special dietary requirements, please inform our reservation staff upon placing your booking. However, we cannot guarantee that certain products will not be in our food, and we explicitly accept no liability in this regard. For serious food allergies you must make your own decisions on selecting food and beverages. Our staff's comments are only to assist you in making an informed decision. In exceptional circumstances, with our prior written consent you (or one of your guests) may bring your own meal.
9. Our cruises operate on busy waterways and are subject to the risks and perils of cruising on such waterways including loss, damage and injury arising out of or in connection with changing tidal and weather conditions and the navigation of other craft. To the extent

permissible by law, we will not be responsible in tort, contract or otherwise for any loss or damage arising out of injury or death sustained by you or any other passenger, howsoever arising and whether or not arising as a result of our negligence or failure to render due care and skill. You enter into this agreement and book and travel on our cruises at your own risk. If however any guarantees, terms, conditions or warranties are implied into this agreement by any law of the Commonwealth or New South Wales, the exclusion of which would contravene that law or cause part or all of this clause to be void, then to the extent permissible by law:

- (a) We exclude all other guarantees, terms, conditions and warranties; and
 - (b) Our liability for breach of such guarantee, term, condition or warranty is limited at our option to the supply of the relevant cruise again or the cost of re-supplying the cruise.
10. We exclude all liability for any loss or damage to clothing or personal items/belongings howsoever arising and whether or not our liability arises in tort, contract or otherwise.
 11. It is a condition of this agreement that any claim for loss or damage must be notified to us in writing within seven (7) days from the day the cruise finishes, and any court action, suit or proceeding must be brought no later than one (1) year from the same day. If you fail to comply with either of these conditions, we will be forever discharged from all claims, suits, actions and/or proceedings relating to or arising out of or in any way connected with the cruise and we will be discharged from all liability whatsoever, including any liability for negligence.
 12. We may contract or arrange for third parties to provide the whole or part of the cruise and any related services to you. You must not bring any claims or actions against such third parties. If you bring such a claim or action in breach of this agreement, you agree to indemnify us and the person against whom the claim or action is made against the consequences of that claim or action. You agree that in entering into this agreement, we are acting as the agent of and trustee for each of our employees, officers, agents and subcontractors, and each of these persons is deemed to be a party to the contract for the purpose of entitling each of them to enforce, have the benefit of and rely upon these Terms and Conditions.
 13. You must not bring any alcohol or illegal substances onto the vessel. We reserve the right to search you on entry to the vessel, refuse you entry to the vessel, or to require you to disembark from the vessel, including due to your intoxication or for the safety of other passengers or the vessel.
 14. We require that you comply with our dress code at all times, which in the case of men means no thongs, singlets or board shorts and in the case of women, no stilettos.
 15. You must be ready to board a cruise at the scheduled departure point 15 minutes before the stated embarkation time, as the vessel will not wait for you.
 16. The captain is in charge of the vessel at all times, and the cruise director is responsible for the operation of the cruise. You must follow all instructions from the crew of the vessel and all marked signs on the vessel.
 17. At all times during the cruise, you must not litter (either on board the vessel or by throwing any articles overboard) and you must not jump from the vessel at any time.
 18. This agreement is to be governed by and is to be construed in accordance with the laws in force in New South Wales. Any action, claim, suit or proceeding arising out of or

connected in any way with this agreement or the cruise will only be brought in the Courts of New South Wales.

19. If any of these provisions are unenforceable, this shall not affect the enforceability of any other part of the provision or any other provision. In the event of inconsistency between these Terms and Conditions and any other terms, these Terms and Conditions will prevail to the extent of the inconsistency. No waiver or variation of this agreement will have binding effect unless such waiver or agreement is in writing and signed by us.

Privacy Policy

We understand that you value your privacy and wish to have your personal information kept secure. For these reasons, we place a high priority on the security of information we hold.

We have developed this policy to inform you of how we manage your personal information and maintain its integrity and security.

We are bound by the *Privacy Act 1988* and must comply with the Australian Privacy Principles. You can find more information about the Privacy Act on the Office of the Australian Information Commissioner's website at <http://www.oaic.gov.au>.

While we believe in keeping your personal information highly secure, we also believe that you have the right to be informed about how we deal with that information so, if on reading this policy you are unclear on any of the matters or simply want more information, please contact us on the telephone number or addresses provided below.

Collecting Personal Information

We aim to collect personal information only if it is relevant and necessary to providing the service or product you have requested from us.

In general we collect and hold the following information:

- Name
- Address
- Email address
- Telephone number
- Organisation (if applicable)

We collect but do not hold credit card details if you pay for an order by credit card

In most cases we will collect this information from you directly. However in some cases we may purchase information from list owners or managers, or obtain it from our booking agents.

If you do not provide us with your personal information we may be unable to provide you with our services or products. For example, we may be able to make or process cruise bookings for you.

Naturally, we collect and hold a broad range of personal information gathered during the course of providing our service and products. However as stated above, we strive to ensure that we collect and hold only that personal information which is relevant and necessary to your specific matters.

Removal from database

If you would like your name deleted from our database at any time or have any other queries relating to the above, please contact us directly.

Purposes of collection

We collect information primarily to record appropriate details for any order you have placed with us. We may also use the information:

- to inform you of any changes to any cruise schedules or other relevant customer service information;
- to send newsletters to you;
- to inform you of products that can be purchased from us;
- to inform you of our developments and other services that we can provide.

We also use information collected online for remarketing our services online. This means that if you view our website, third-party websites may display our advertisements on other sites you visit on the internet. Those third parties may use cookies to provide advertisements based on your previous visits to our website. You may opt out of the use of cookies by visiting the relevant third-party website's opt out pages. By accessing our website, you also consent to the use of cookies and our collecting your information for remarketing purposes.

Third Parties

The following third parties may have access to personal information:

- IT technicians may have access when providing on-site support;
- File storage services;
- Our other service providers

We may transfer personal information to related bodies corporate or third parties in a foreign country where we have taken reasonable steps to ensure that such information will be held, used or disclosed by the recipient consistently with the Australian Privacy Principles. By entering into any agreement with us, you consent to such transfers.

We will not otherwise disclose information about you unless:

- the disclosure is required or authorised by law; or
- you have consented to our disclosing the information about you.

Personal Information Quality

We aim to ensure that your personal information is accurate, complete and up to date. To assist us in this, you need to provide true, accurate, current and complete information about yourself as requested and properly update the information to us to keep it true, accurate, current and complete.

If you believe that the information is inaccurate or incomplete, please contact us and we will use all reasonable effort to correct the information. In the event that we do not believe the information

to be incorrect, we will take reasonable steps to add a statement to the information claiming that you believe the information is not accurate, complete or up-to-date.

Securing Your Personal Information

We are committed to maintaining the security and confidentiality of the data you provide us and we will take all reasonable precautions to protect your personal information from unauthorised disclosure, use or alteration.

We have the following security measures in place to protect your information:

- our offices are securely locked after hours;
- all staff are required to abide by our policy & procedures covering computer usage;
- all our computers are password protected and virus protected;
- our website is protected by a firewall; and
- our website is securely encrypted using reputable industry standard encryption certificates.

Accessing Your Personal Information

You have a limited right to access all personal information that we hold about you. In limited circumstances, we may refuse your request to access, in which case, we will give you a reason for that refusal.

We are not required to provide access where:

- denying access is required or authorised by law; or
- providing access would be unlawful.

Changes to this Statement

This Privacy Policy is not a static document; if we make changes to this Privacy Policy we will publish these changes on our website.

Contacting Us

If you would like further information regarding this Privacy Policy, if you have concerns about the information that we currently hold about you, or any aspect of this Privacy Policy, please contact our office at:

Telephone 0448 224 373

Email info@hamptonssydney.com

Post Lot 4 Chapman Road Annandale NSW 2038

Complaints

If you have a complaint about a breach of the Australian Privacy Principles or any other applicable privacy regulation please email us at info@hamptonssydney.com. We will endeavour to respond to your complaint within 14 business days.

Responsible Service of Alcohol Policy

We aim to provide all patrons with a safe, friendly and pleasant atmosphere.

Whilst the consumption of alcohol is part of many people's social life, we encourage those who choose to drink to do so responsibly.

Unfortunately, some people over-indulge and can become unruly and disruptive. This type of behaviour is unacceptable as it may threaten the enjoyment and safety of others and may result in serious consequences. As the operator, we have a responsibility to help minimize this risk to individuals, our staff and to the wider community.

We support the Responsible Service of Alcohol policy by use of the following strategies:

1. Develop food and beverage packages that encourage people to eat when drinking
2. Serve drinks in standard or recognizable sizes
3. Ensure that drinking water is freely available
4. Request proof of age
5. Training of staff in responsible service requirements and how to refuse service to intoxicated patrons
6. Price low alcohol and soft drinks attractively to encourage their purchase
7. Discourage rapid or excessive consumption of alcohol
8. Deny entry or service to anyone who is already intoxicated
9. All necessary RSA signage will be visible to both patrons and bar staff