

Grand Prix Yachting: Race Events Charter Agreement

BETWEEN:

SkyM8 Pty Ltd T/A Grand Prix Yachting, ABN 15 147 301 951

PO Box 2119, Airlie Beach, QLD 4802

Telephone: (+61) 0488 068719

Email: michael@grandprixyachting.com

AND

[CHARTERER'S NAME]

FOR

Hamilton Island Race Week 2021

Collectively, Grand Prix Yachting and The Charterer are referred to as "Parties".

The Parties agree to the following recitals:

Whereas, Grand Prix Yachting is in full legal capacity as a company specialising in the field of Marine Tourism;

Whereas, Grand Prix Yachting affirms it has the required experience and ability to provide The Charterer with the Services;

Whereas, Grand Prix Yachting agrees to be so engaged and to provide The Charterer the Services, all subject to the terms and conditions contained herein;

Whereas, the Parties desire to express in writing their mutual understanding and agreements with respect to this engagement; and,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. GENERAL ACQUIESCENCE

The Charterer agrees to the provisions of this Charter Agreement.

Grand Prix Yachting agrees to host The Charterer for Hamilton Island Race Week 2021.

2. PROVISION OF SERVICE

The Charterer assumes responsibility for their own Travel Insurance.

Items not listed in the Schedule of Service can be requested and quoted on separately.

Prices are valid for this Agreement only.

The fee is non-refundable unless a decision is made by Grand Prix Yachting to cancel the event for reasons other than unsafe weather conditions as determined by the Skipper, or insufficient guest seats are sold by the

booking deadline.

All prices are quoted in AUD and include GST.

The Charterer agrees to settle Grand Prix Yachting's fees via direct deposit. Should the Charterer request to pay via Credit Card, a 1.5% processing fee will apply.

3. LIABILITY

The Charterer agrees that Grand Prix Yachting shall not be held liable for results outside of its control, such as cancellation of activities due to dangerous weather or cancellations as a result of the vessel being damaged by severe weather or in the course of race events. The fee is non-refundable unless a decision is made by Grand Prix Yachting to cancel the event for reasons other than unsafe weather conditions as determined by the Skipper, or insufficient guest seats are sold by the booking deadline. If the event is cancelled due to CoVid-19, Grand Prix Yachting will provide a full refund. If The Charterer is unable to attend the event due to a lockdown in their home state or region, Grand Prix Yachting will issue a full refund. However, if The Charterer is quarantined as an individual or part of a group, Grand Prix Yachting will not issue a refund and The Charterer should rely on their Travel Insurance.

We recommend The Charterer take out suitable Travel Insurance.

Grand Prix Yachting reserves the right to vary itineraries and services, arrange an alternative vessel and cancel departures if deemed necessary by the Skipper.

All activities aboard the vessel are subject to sea and weather conditions, particularly in the interests of passenger safety.

Should Grand Prix Yachting be forced to cancel an activity due to weather conditions our liability is limited to offering an alternative activity where available.

Grand Prix Yachting cannot be held responsible for missed flights or consequent costs due to late arrival at airline check-in counter, whatever the cause.

Grand Prix Yachting shall not be held responsible for any property loss or damage and/or any claim resulting from personal injury or death arising while travelling with the company, particularly in activities, on the vessel or other company property. This disclaimer applies irrespective of the cause.

Where another company or persons operate the service such as accommodation, uniforms and catering, Grand Prix Yachting is acting only as a Sales Agent. Responsibility and liability for that service lies with that operator.

The Charterer should advise Grand Prix Yachting of any medical conditions which may affect their level of participation in any activities provided by Grand Prix Yachting and/or Race Event organisers. While this is voluntary, we recommend guests do so to allow Grand Prix Yachting to accommodate each guest in the best possible manner.

4. CHARTERER/GUEST RESPONSIBILITIES

In the interests of safety the Charterer will act on the instructions of the Skipper at all times. Failure to do so may result in the Charterer's participation in the Race Event being terminated.

5. PRIVACY POLICY

Please see the terms of Grand Prix Yachting's Privacy Policy.

6. INTEGRATION

This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between The Charterer and Grand Prix Yachting concerning the charter.