

Skipped Charters – Booking Terms and Conditions

These Booking Conditions apply to any booking that you make with Oceanwest Charters and should therefore be read carefully. They contain some exclusions and limitations of liability.

If any part of these Booking Conditions is found to be invalid or unenforceable, then the remainder of these Booking Conditions will not be affected and will remain valid and enforceable.

1. Your contract

Your contract is with Oceanwest Charters, PO Box 691, Bunbury, WA 6231. Your contract exists after paying a booking deposit and it is deemed that you have accepted our quoted price and that all members of your party agree to be bound by our booking terms and conditions. The party leader will be responsible for the full cost of the charter including any cancellation or amendment charges.

2. Charter Price

The price for your charter is quoted in Australian Dollars. At the time of booking we require a deposit of 25% of the full charter price. After paying the deposit, the price of the Charter will not normally be subject to change, but we reserve the right to increase / decrease the price due to unforeseen circumstances. The deposit is non refundable. The balance of the price of your charter must be paid a minimum of 4 weeks before your charter date. If the charter is booked with less than 4 weeks' notice, then the full amount must be paid upon booking. We reserve the right to cancel the charter in the event of non payment.

3. Changing your booking

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing and signed by the Party Leader. You will be asked to pay any further costs we incur in making this alteration.

4. Cancellation Policy

4.1 If you cancel your Charter booking

You may cancel your booking arrangements at any time. The cancellation must be in writing and the effective date of the cancellation will be when we receive the written notification.

Cancellation charges are as follows:

More than 28 days before charter date	Deposit only
28 to 22 days before charter date	40% of total charter cost
21 to 15 days before charter date	60% of total charter cost
14 days or less before charter date	100% of total charter cost

4.2. If we change or cancel your Charter booking

Arrangements for charters can be made many months in advance and it is sometimes possible that we may have to change or cancel your booking. We reserve the right to cancel or make such changes should they become necessary. In event of Oceanwest Charters cancelling a charter, we shall only be liable for a full refund of fees paid. No payment will be paid for incidental costs. Oceanwest Charters shall not accept claims and shall not be liable at any time for claims or expenses or will any compensation be paid nor a replacement charter offered where the change or cancellation is due to unforeseeable and unusual circumstances beyond our control.

5. Complaints

If you have any problems during your charter, please bring the matter to the attention of the Skipper, who will endeavour to resolve the matter immediately. If you feel that the matter was not resolved satisfactorily, please feel free to write to the Director at the address in paragraph 1. In the unlikely event that the matter could not be resolved amicably between us, then it is agreed that the parties will refer the dispute to an Arbitrator to be appointed by mutual agreement of the parties or failing such agreement, as appointed by the President for the time being of the WA Law Society.

6. Charter Termination and Indemnity

The party leader must accept full responsibility for the conduct of themselves and all members of their party. We reserve the right to terminate without notice the charter arrangements of any client in the party who refuses to comply with any instructions or orders of the Skipper or any employee of Oceanwest Charters, whose behaviour in our opinion is likely to cause danger, damage, distress or annoyance to the crew, other clients, any third party, any person or property. We also reserve the right to terminate without notice, the charter arrangements of any client in the party who brings aboard any illegal substances or contraband. Upon such termination our responsibility for your charter ceases and we will not be liable for any costs incurred by the client.

7. Our liability to you

Yacht charter activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. Sailing can be a strenuous activity and you declare that you and all party members are fit to participate in the charter. If you are unsure please contact your GP.

Oceanwest Charters (or its Owner, Director or employees) are not liable for any loss or damage whatsoever to any client or other person, or any property of any client or other person arising from the conduct of the charter.

Oceanwest charters will not accept claims that any client or any other person may have for loss or damage against Oceanwest Charters (or its Owner, Director or employees) arising from any act or omission on its or their part in connection with this charter. Oceanwest Charters (or its Owner, Director or employees) shall not accept claims and shall not be liable at any times for claims or expenses caused by circumstances beyond our control.

Signing the booking form signifies that you (the party leader) and all members of your party have read and accept these terms and conditions.