

STANDARD CHARTER AGREEMENT (VER 1.1 29-04-06)

Phoenix Cruisers Marketing Pty Ltd, ABN 39-086-804-417 ACN 086-804-417
trading as

Fraser Island Escape Bareboat Charters QLD BN19771988

Postal Address: 110 Toolara Road. Tin Can Bay. 4580. Phone 0418 708 437. Email admin@fraserescape.com.au.

This agreement dated is to be read in conjunction with the Standard Conditions of Charter (VER 1.1 29-04-06) attached to this document. The Operator referred to below and in the Standard Conditions of Charter, includes the owner of the Boat, the Operator's subsidiaries, employees, directors, affiliates, agents and subcontractors appointed by the Operator. The Charterer referred to below and in the Standard Conditions of Charter, includes the Charterers guests, family, employees, agents and crewmembers. In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, words denoting gender shall include all other gender, headings are for convenience of reference only and shall not affect construction of the agreement. Children are defined as persons under the age of sixteen years.

Between: Fraser Island Escape Bareboat Charters as the agent for the boat owner (referred to herein as the Operator)

And: (The Charterer) (Name in full).

Of: (Address)

City/Town/Suburb Post Code.....

Email Address @

Mobile Phone Number (.....) - Home Phone Number (0...) -

Work Phone Number (0...) - Fax Number (0...) -

DETAILS OF CHARTER:

- **NAME OF VESSEL: (The Boat)**
- **No of Crew (inc Nominated Skipper):**
- **NOMINATED SKIPPER:**(Name in full).

- **CREW LIST**

Charterer is to provide details of all persons on board. This list is to be confirmed or amended prior to departure. Details of any special considerations of crew members, (disabilities, illnesses, etc) if any, are to be provided by the Charterer to the Operator in writing, separate to this agreement.

Name	Address	Age
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- **CHARTER PERIOD:** Start 10.00 am on/...../ 200.....
Return 10.00 am on/...../ 200.....
No of Nights

Booking Code –
Charterer's surname and 6 digits start date
(e.g. smith030806)

- **PAYMENTS AND SECURITY BONDS:** (to be paid by due dates by any method listed below)

(a) Booking Deposit of \$500.00
(Payable upon confirmation of availability of Vessel and then to be held as 'Fuel & Consumables Bond' once charter commences)

- (b) Charterer's Limited Liability**
- | | | |
|---|---------|--------------------------|
| Charterers Liability and Refundable Security Bond | \$1,000 | <input type="checkbox"/> |
| (Tick one applicable) | \$5,000 | <input type="checkbox"/> |

*Note: Refer to Standard Conditions of Charter for further detail
Security Bond to be lodged prior to commencement of Charter*

(c) Charter Fees

Base Charter Fee: Minimum 5 night charter fee \$..... (A)

Additional Nights: nights @ \$.....per night = Subtotal \$..... (B)

TOTAL CHARTER FEE \$..... (A + B)

- **TRAVEL INSURANCE.**

The Charterer is responsible for non-refundable charter fees in the event of any charter cancellation or reduction caused by any occurrence, and accordingly, the operator recommends that Travel Insurance is obtained by the Charterer. The Charterer agrees to accept all responsibility for the seeking and securing of such insurance cover if so required or desired by the Charterer.

The Charterer and the Operator hereby agree that this agreement and the attached Standard Conditions of Charter forms the basis of the agreement between the parties, and the Charterer hereby warrants that

- the information provided above by the charterer is true and correct and
- the Charterer has fully read and understood this agreement and the attached Standard Conditions of Charter.

Signed by the Charterer:

...../...../ 200...
Charterer's Signature Print Name Date

And Signed by the Operator:

...../...../ 200...
Duly authorised Print Name Date
On Behalf of the Operator