



## **BOOKING TERMS & CONDITIONS**

These Terms and Conditions apply to any booking that may involve Savoy Charters Ltd. (herein referred to as “us”, “we” or “our”), including booking through agencies that involve our vessel.

### **YOUR CONTRACT**

By securing your booking with a deposit, you are legally bound to our Terms and Conditions. The contract exists from the time of deposit until the end of the charter (being that all individuals beside crew members are ashore at their predetermined final destination). You are deemed to have read, understood, agreed to and accept the Terms and Conditions. The person in charge of the booking (“Primary Charter Guest”) for the vessel is agreeing to the Terms and Conditions on behalf of all the guests for that specific charter (where “you” or “your” is used it refers to the Primary Charter Guest and all guests covered by the booking).

### **YOUR BOOKING PRICE**

By placing a deposit you are agreeing to the quotation invoice. The prices for our services are in New Zealand Dollars. Prices are accurate at the date of quotation and can be subject to change. Once you have made your booking and paid a deposit of 50% per booking, the cost of your booking will not normally be subject to any change. However, we reserve the right to increase/surcharge or decrease prices but you will be notified accordingly. The balance of the price of your booking must be paid at least 14 days before your booking date. If a booking is made less than 15 days before the departure date the full fee must be paid, unless prior arrangements are agreed upon by us. If the balance is not paid in time, we may cancel your arrangements and retain your deposit. Please make bank transfer/ automated payment on receipt of booking invoice.

### **IF YOU CHANGE 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 confirmed by the Primary Charter Guest. Requests for changes to your booking should be sent to [info@savoy.co.nz](mailto:info@savoy.co.nz). Bookings specifically for the purpose of viewing an event (for example a regatta, race, other sporting or general entertainment event) will still be considered bound by our Terms and Conditions in the event of a cancellation by the organisers. All

guest numbers must be received within five days before booking date and may involve a modification of cost.

### **IF YOU CANCEL YOUR BOOKING**

You may cancel your arrangements at any time. Written notification of cancellation from the Primary Charter Guest must be received at [info@savoy.co.nz](mailto:info@savoy.co.nz). Cancellation will be effective on the date it is received by us. Cancellation charges are payable as set out below.

<b>Period before departure within which notice of cancellation or major change is received by us</b>	<b>Amount of charge</b>
15 + days	Deposit
14 days and under	100% of total booking cost, plus catering deposit if cancellation is made after supplies have been purchased (usually 24-48 hours)

Note: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges. Your deposit is not refundable except in the instance of one of the following:

- We agree in writing that a deposit is refundable
- If the vessel becomes unfit for the booking (in the case of a mechanical breakdown) a portion of the deposit may become refundable or sufficient alternative date or vessel is agreed upon. Alternative vessel is covered under our terms and conditions.

### **IF WE CHANGE OR CANCEL YOUR CHARTER**

The arrangements for bookings can be made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you of them at the earliest possible date. We will not cancel your arrangements less than 15 days before your departure date, except for reasons of Force Majeure, vessel mechanical problem or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements and have had to cancel them before the booking is due to start, you can:

Accept our offer of a replacement booking (alternative date or alternative vessel).

In the event that your booking is cancelled by the skipper or operator due to weather conditions, a Rain Check (replacement or postponed charter – subject to availability) may be offered. No refund will be made.

There will be no compensation nor a replacement booking be offered where the change or cancellation is due to Force Majeure. "Force Majeure" means unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport,

closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse conditions.

## **BOOKING TERMINATION AND INDEMNITY**

You must accept responsibility for the proper conduct of yourself and any members of your party. We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of our crew or whose behaviour or competence in our opinion is likely to cause distress, damage, danger or annoyance to the crew, other customers, staff, any third party, any person or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you. You agree to be responsible for and to replace or make good any damage to the operator caused by any of the guests under your booking. The skipper shall be responsible for the running of the vessel and for the safe navigation of the vessel and the guests will abide by his or her decisions with regard to sailing, navigating, anchorage, locations for activities and the like. Use of any illegal substances will result in instant termination of the booking, forfeiture of any monies paid and possible further criminal charges.

## **LIABILITY AND RISK**

You must ensure that you and any members of your party are aware of the risks that may arise from your booking. Activities may include general boating, swimming, fishing, snorkelling and scuba diving, jet skiing and other sporting and outdoor activities. You and all members of your party must be competent to use sporting equipment required for any such activity and exercise all due care and attention when doing so. You and your party engage in activities and the use of sporting equipment entirely at your own risk and we shall not be liable in the event of injury or death resulting from any such activity. We strongly recommend that all guests have full insurance covering any injury they might suffer, including medical treatment cover, before undertaking any such activity.

In cases where we act as agent for any vessel, the Primary Charter Guest and all members of the party must assume the risk for any sporting and general outdoor activity, in accordance with the individual companies' booking terms and conditions and we shall have no liability whatsoever in respect of any such activity.

We shall not be liable for delay or disruption in respect of your booking of any vessel and any dispute arising from such delay or disruption, or from the delivery or quality of food or beverages provided for any such vessel shall be the responsibility of the provider thereof in accordance with their individual booking terms and conditions.

## **DESTINATIONS**

The course of the vessel taken during the booking is at the sole discretion of the skipper in conjunction with Maritime Law, Local Harbour By-Laws and Tour Operators Law. No guarantee is given or implied by Savoy Charters Ltd that travelling to a destination is possible but every effort will be made to meet destination requirements.

## **ALCOHOL AND FOOD**

In regards to BYO, we require a list of beverages (only beers (including a light beer), ciders, wines and ready to drinks (RTDs have a limit of 6% alcohol content)) from the primary charter guest that will be brought on board and the quantity. No other alcohol other than what is on the approved list will be permitted aboard. If you wish to chill your drinks, please bring enough ice. Non-alcoholic beverages must be supplied – water and at least one other soft drink for all guests. We suggest sending your list to us prior to buying the beverages as we reserve the right to alter the list. If you run out of water, soft drinks or light beer, service will be stopped and the Primary Charter Guest will be notified. Service will only be continued if the Primary Charter Guest approves using our water, soft drinks and light beer that will be charged after the charter and must be paid within 3 working days once the invoice is received.

If any alcohol is to be consumed, food must be provided, catering or BYO. We require the food type and amount that will be brought on board if not done by Savoy catering. If we feel this is not sufficient you will be notified and will need to comply with our ON-LICENCE requirements. Please ensure that you meet the dietary requirements of your guests.

If we supply the catering and alcohol, the total amount will be invoiced after the charter and must be paid within 3 working days once the invoice is received.

Alcohol that is served must be consumed on board only.

Liquor Licensing Authority states that no intoxicated guests shall be served alcohol from the bar. The skipper or crew may use his/her discretion to prohibit intoxicated guests from boarding the vessel or may remove such guests once they are on board. The skipper may issue instruction that intoxicated guests are no longer to consume alcohol or be served alcohol.

If it is not practical for intoxicated guest to leave vessel, the intoxicated guest will be isolated in a designated area and Primary Charter Guest will be notified and/or the bar will be closed until guests have disembarked.

## **SOCIAL MEDIA**

Photos taken by us will be used for social media purposes. If you do not want us to take photos please notify us prior to booking date. We will happily send you any photos that we have taken on your charter, send a request to [info@savoy.co.nz](mailto:info@savoy.co.nz). However, we do not have the ability to control what happens with media taken by your guests and this will need to settle between the guests and the Primary Charter Guest.

## **IF YOU HAVE A COMPLAINT**

If you have a problem during your booking, please inform a relevant crew member immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within seven days of your booking in writing to [info@savoy.co.nz](mailto:info@savoy.co.nz), giving your booking reference and all other relevant information. It is strongly suggested that you communicate any problem to crew without delay while still onboard. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the

booking and this may affect your rights under this contract. It is unlikely that you will have a complaint that cannot be settled amicably between us. However disputes to do with this contract which cannot be settled amicably may (if you wish) be referred to an independent Arbitrator agreed to by both parties. This will be done to ensure an outcome can be achieved with a minimum cost to both parties.