

## Swan River Sailing Booking Terms & Conditions

### 1. Booking Confirmation:

By making a reservation with Swan River Sailing, you acknowledge and agree to the following terms and conditions. Your booking will be considered confirmed once payment of a 30% deposit has been received.

### 2. Payment:

- 2.1 All bookings require payment of a 30% deposit at the time of reservation. Payment of the balance is due 7 days prior to the event. Payment can be made by bank transfer or online through our secure payment gateway.
- 2.2 Prices are quoted in the local currency and include all applicable taxes and fees unless otherwise stated.

### 3. Cancellation and Refunds:

- 3.1 Cancellations made more than 21 days before the scheduled sailing date are eligible for a full refund.
- 3.2 A 30% cancellation fee is payable for cancellations made between 7 to 21 days before the scheduled sailing date. If catering ashore has been coordinated through a Yacht Club, the Club's booking terms and conditions will apply.
- 3.3 No refunds will be provided for cancellations made less than 7 days before the scheduled sailing date.
- 3.4 Refunds will be processed using the original payment method and may take up to 14 business days.

### 4. Rescheduling:

- 4.1 Rescheduling requests made more than 21 days before the scheduled sailing date are subject to availability.
- 4.2 Rescheduling requests made less than 21 days before the scheduled sailing date are subject to availability and may incur a rescheduling fee of \$150 for each and every change.
- 4.3 Rescheduling requests made within 7 days of the scheduled sailing date will be treated as cancellations and are subject to the terms outlined in section 3.
- 4.4 Events rescheduled to a date in the following financial year will be subject to any price increase applicable to the new scheduled date.
- 4.5 If a rescheduled event is later cancelled, an administration fee of 10% of the original booking cost will apply in addition to any other cancellation fees outlined in section 3.

### 5. Yacht Club Grounds and Catering Ashore:

- 5.1 Swan River Sailing operates out of Yacht Clubs based on the Swan River with access to Club facilities and services extended to guests through its membership with these Clubs. All Club catering and function costs are passed on Swan River Sailing's account and then invoiced to the client after the event. Payment of bar tabs and invoices cannot be paid directly to the Club on the day.
- 5.2 Yacht Clubs are fully licensed venues and no BHO food and/or beverages are permitted on the premises. The Yacht Club near as the right to charge applicable fees at their discretion.
- 5.3 When booking catering ashore or a function at a Yacht Club, the Yacht Club's booking terms and conditions will apply to that component of the booking.
- 5.4 Final catering numbers and details are required 3 weeks prior to the sailing date. No reduction in catering or guest numbers may be made after this time. Any increase in numbers or catering will be invoiced after the event.

### 6. Weather and Safety:

- 6.1 The safety of our guests and crew is paramount. Swan River Sailing reserves the right to cancel or reschedule a sailing experience due to adverse weather conditions or unforeseen circumstances. Adverse weather is defined as winds consistently exceeding 22 knots and/or lightning.
- 6.2 In the event of a cancellation due to weather or safety concerns, clients will be offered the option to postpone and reschedule or receive a full refund, less any costs incurred by Swan River Sailing. Clients will be offered the option to reschedule (subject to availability) in lieu of receiving the refund. Catering arrangements may proceed as planned as payment for catering is non-refundable.
- 6.3 Swan River Sailing instructors have the right to refuse boarding if the following points are not adhered to, in addition to anything else at their discretion that impedes the safety of the individual and other guests on board.
  - 6.3.1 The minimum age for participation is 7 years old and at least 150cm in height. Any persons under the age of 18 years will be required to wear a PFD (life jacket) and be accompanied by a parent or guardian.
  - 6.3.2 This activity is not recommended during pregnancy and not permitted during the third trimester of pregnancy.
  - 6.3.3 Appropriate footwear must be worn on board the yacht at all times.

### 7. Guest Responsibilities:

- 7.1 Guests are required to arrive at the designated meeting point at the confirmed time and advise the office if they are running late.
- 7.2 Guests must follow the instructions and guidelines provided by the instructor for their safety and the safety of others.
- 7.3 Intoxicated guests will not be allowed on board, and no refund will be provided in such cases.