

TERMS AND CONDITIONS OF CHARTERING WITH COMPASS CHARTERS

1. **Cancellations:**
 - A) Cancellations **up to 60 days** prior to charter commencement date will receive a refund less a cancellation fee of \$500, or 50% of amount paid (whichever is greater) and a card processing fee (if applicable). If deposit is less than \$500 then the full deposit is lost. This also applies to shortened
 - B) Cancellations **less than 60 days** from charter commencement date will receive a refund only if an alternative charter to the same value can be arranged. The amount of the refund would be a refund less a cancellation fee of \$500 or 50% of amount paid (whichever is greater) and a card processing fee (if applicable). If the deposit is less than \$500 then the full deposit is lost. This also applies to shortened charters.
 - C) No refund will be given for charters cancelled or shortened after the charter has commenced.
 - D) **COVID-19** related cancellations/postponements.
If you cannot travel due to a **positive Covid test, isolating due to being a close contact or a Regional or National lockdown** - (please send a copy of a positive test or close contact notification) - Any payments made to confirm your booking will be held in credit for 12 months to be put towards another charter of equal length within that time.
2. Compass Charters Ltd reserves the right to provide a substitute vessel or cancel a charter.
 - If for a specific reason a vessel cannot be made available for charter.
 - Due to adverse weather conditions, see 4. No refund applicable.
 - If Compass Charters Ltd at the charter commencement are not satisfied with the ability of the charterer to sail, handle, navigate and respect the charter vessel, or alternatively at any time during the charter period consider the vessel to be in an unsafe location, or if the actions of the charterers are endangering the vessel, its occupants or any third party. Compass Charters Ltd reserves the right to either: Provide a professional skipper at the charterer's expense, terminate the charter without refund, recall the vessel to any mooring or anchorage or marina berth which it considers to be secure.
3. The skipper is responsible for assuring that he/she and the crew are competent to undertake the planned itinerary. The skipper must take note of Safety information contained in the Area brief, Safety/Systems briefing onboard and any written material in the vessel. The Skipper has primary responsibility for the safety and acts or omissions of the crew and craft at all times and is responsible for briefing the crew on all safety and the vessels systems.
4. The skipper must obtain at least 2 up to date weather forecasts per day for the duration of the charter and plan their itinerary accordingly. In the event of a forecast of 45 knots or greater (which is a "GALE WARNING" - winds to exceed 83.4km/hr) the vessel must be secured on a registered mooring for your vessel size (and forecasted wind direction) at least 6 hrs before the forecasted GALE. However, in the event of a forecast 50 knots or greater (which is a "STORM WARNING" - winds to exceed 92.6km/hr) the vessel must be secured in the marina a minimum of 6 hours before the forecast of 50 knots or greater is due to occur. Refer to #9 for hours of maneuverability.
5. Vessels may not be maneuvered single handed and the second crew member should be fit and have at least a basic knowledge of the vessel. Neither night passage making nor partaking in any third party race is permitted without our prior written approval.
6. As with the other activity based holidays, watersports activities contain an element of risk. It should be understood that participation in these activities is your decision and at your own risk. The skipper is responsible for checking the inventory and systems before the vessel departs each day.
7. The daily rate is based on 24hrs (excl single day charters). All charters commence from the marina berth at the agreed charter commencement time (between 0900hrs and 1600hrs) and "handover" of the vessel must be at the same time on the last day (unless an extension has been agreed to in advance) e.g. 1100hrs charter commencement to 1100hrs handover (as per the handover check-sheet). If opting for "onboard accommodation" the charter commencement time is 1000hrs and "handover" is 1000hrs on the last day.
8. Vessels must remain in the designated survey area (as per Area briefing and 39ft rule) at all times with numbers of people not exceeding number allowed onboard under the vessels survey.
All vessels under 39ft are restricted to Queen Charlotte Sound. A minimum charter period of 6 days is required for vessels departing Queen Charlotte Sound Harbour Limits. For yachts intending to exit Queen Charlotte Sound an itinerary of intent must be provided prior to departure.
9. Vessels must be secure to a registered mooring, at anchor or in the marina, between 2 hours before "sunset" and 1 hour after "sunrise" (as per the NZ Nautical Almanac). Vessels must not maneuver outside these times unless in an emergency or permitted by Compass Charters by prior arrangement. The skipper must remain aboard the vessel at all times when anchored.
10. All moorings are used at the skipper's own risk. It is impossible to monitor the daily condition of any mooring in the Compass Charters manual.
11. Charterers must adhere to current M.P.I fishing regulations.
12. No animals/pets allowed on charter vessels, unless by prior arrangement and approved by the vessel owner.
13. No firearms allowed on charter vessels unless arranged prior.
14. Smoking is not permitted inside any vessel.
15. All rubbish must be returned to the marina for disposal.
16. The skipper or person in control of the vessel will not consume alcohol or any judgment impairing drugs during the hire period.
17. The charter vessel must at all times be under the control of the designated skipper.
18. The skipper must be a minimum of 21 years of age for vessels under 30 feet and 25 years of age for vessels 30 feet and over unless specifically agreed upon by Compass Charters Ltd.
19. Everyone will have to abide by the Maritime Rules and Regulations.
20. Children must wear lifejackets at all times.
21. Everyone must wear lifejackets at all times whilst on all runabouts.
22. All equipment supplied, is used by charter party at their own risk. The skipper is responsible in briefing the crew on all equipment before the charter commencement.

Conditions of payment:

1. A booking is confirmed after receipt of a deposit payment of 1/3 of the basic charter fee and satisfactory completion of a booking form. The balance of the charter is to be paid 30 days prior to the charter commencing during the PEAK/SUMMER season and 14 days prior to the charter commencing during the SHOULDER/WINTER seasons.
2. **Self-drive charters: I acknowledge that the information supplied on the booking form is correct and complete.**
The Security Bond is to be paid by credit card **MASTERCARD/VISA** prior to the charter. The Security Bond is \$3000.00 for all bareboat charters. The Security Bond will be processed within 20 days of the termination of the charter. (If major damage does occur, the 20 days could be extended & charterer will be notified.)

The following costs (if applicable) will be charged to your credit card left for the Security Bond paid:

- Cost of refueling the vessel with diesel or petrol, outboard oil or diesel conditioner.
 - Loss or damage to charter vessel or equipment (moorings included).
 - Defrayment of costs due to vessel not being returned at scheduled time.
 - Cleaning Fees: Cleaning of the vessel if returned in an unreasonable state. Please "Leave the boat as you found it". Refer to the hand over check-sheet.
 - Maintenance Fees: i.e. if toilets are blocked by charterers, due to excessive paper, wet wipes, sanitary pads or hair and other foreign items etc.
 - Administration time for Compass Charters Ltd Staff.
 - Bond authorization and admin processing fee of 3%.
 - Any other outstanding debits on the client account (hirages, tuition fees etc.)
 - Any breach of the Terms and Conditions will result in the forfeiture of the security bond.
3. **Insurance:** All vessels are fully insured against fire - marine & collision risks - third party liability. If during the charter period damage or loss occurs the full Security Bond is forfeited to cover the following & the charterer is liable as follows:
 - To the full extent of loss and damage which in Compass Charters opinion is not claimable against vessel insurers.
 - To pay full excess on vessel insurance policy plus any Compass Charters Ltd time/expenses in processing the claim.
 - To pay full amount of loss or damage should the claim be declined by the Insurance Company for any reason.
 - All equipment supplied, is used by charter party at their own risk. The skipper is responsible in briefing the crew on all equipment before the charter commencement.
 - All moorings are used at the skipper's own risk. It is impossible to monitor the daily condition of any mooring in the Compass Charters manual.
 - In case of an Insurance claim, fuel used and other outstanding debits (if applicable) will be charged in addition to the Security Bond.

Note: This agreement will have to be signed off before or on arrival for the charter. No signed agreement will result in the charter not taking place and no refund will be applicable.

DECLARATION: I have read and understood both page 1 and 2 of this document.

By signing this agreement I certify that I have sufficient practical knowledge of seamanship, piloting and the Rules of the Road and am competent to safely operate the vessel. I shall not delegate any duties to persons not similarly qualified.

CHARTER VESSEL: _____	Start time: _____
CHARTER DATES: _____	Handover time: _____

CHARTER SKIPPER	2ND IN CHARGE - Nominated by skipper and to be present for all briefings
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

CHARTER COORDINATOR - if different to above

Name: _____	Signature: _____
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CC REPRESENTATIVE

Paperwork: _____	Briefing: _____
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