

# 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 3 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 3 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 3 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 increases 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 clients through its membership with these Clubs. All Club catering and function costs are placed 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 BYO food and/or beverages are permitted on the premises. The Yacht Club reserves 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 30 knots and/or lightning.
- 6.2. In the event of a cancellation due to weather or safety concerns, guests will be offered the option to reschedule or receive a full 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 100cm in height. Any persons under the age of 16 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 yachts 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.

## Swan River Sailing Booking Terms & Conditions

### 8. Health and Medical Conditions:

- 8.1. Guests with known medical conditions are advised to consult with their healthcare provider before participating in any sailing activity.
- 8.2. Swan River Sailing should be informed of any medical conditions, allergies, or special requirements at the time of booking.

### 9. Liability:

- 9.1. Sailing is a soft adventure outing. As such there are risks associated and it is in the best interests of all guests onboard to listen closely to the instructions and directions given by the instructor. Guests participate in the sailing activities at their own risk and are responsible for their personal safety and belongings.
- 9.2. Swan River Sailing is not liable for any loss, damage to property, or any other expenses incurred by guests during the sailing experience.

### 10. Photography and Promotion:

- 10.1. Swan River Sailing reserves the right to capture photographs or videos during the sailing experience for promotional purposes.
- 10.2. Guests who do not wish to be photographed or filmed should inform the Charter Supervisor before departure.

### 11. Amendments:

- 11.1. Swan River Sailing reserves the right to modify or update these terms and conditions without prior notice.
- 11.2. Any amendments will be effective upon posting on our website.

By proceeding with your booking, you confirm that you have read, understood, and agreed to these terms and conditions. If you have any questions or concerns, please contact our customer service team before making your reservation.

