



Sydney Harbour Specialists - Terms and Conditions

1. Introduction

1.1 Sydney Harbour Specialists ("SHS") have set out in this document basic Terms and Conditions of Business ("the terms"), which, together with our written quotation ("quote") will apply to all services performed by SHS.

1.2 If there is any conflict between the terms and the quote, the terms shall prevail.

2. Our services

2.1 SHS acts solely as an agent for the chosen suppliers of certain recreational activities ("supplier") predominantly in, or around, Sydney, NSW, Australia.

2.2 In the capacity of agent, it is important to note that all information in relation to the relevant supplier is provided to SHS, by the supplier.

2.3 Should there be inaccuracies between the information provided by SHS, as SHS is merely a conduit for passing the information accordingly, SHS is not liable for any errors, inaccuracies, faults or flaws contained within such information.

3. Quotes

3.1 SHS will provide a written quote by email, or where the circumstances are such that a written quote cannot be facilitated, an oral quote will be provided.

3.2 Unless otherwise specified in the quote, the quote, together with the terms, will be valid for a period of 30 days (inclusive) from the date the quote was provided.

4. Your obligations

4.1 The quote provided by SHS is an offer of services. Should you accept such a quote by way of email confirmation, oral confirmation or other written means ("acceptance"), this is your authority that a legally binding contract has been entered.

4.2 Upon acceptance, you agree to pay for the services in accordance with the quote and the terms. (refer Clause 5 for details on payment)

4.3 You will provide SHS with full and complete information as to what may be reasonably required for SHS to perform the required service/s to you.

4.4 SHS shall be entitled to rely upon the accuracy of all information provided by you, or by others on your behalf, without independent verification.

4.5 SHS will provide information in relation to the relevant supplier to you. You acknowledge that SHS is merely an agent, and therefore all information provided to you by SHS has been obtained from the relevant supplier. Should this information be incorrect, outdated or materially incorrect, SHS bears no responsibility for such inaccuracies.

5. Payment

5.1 Unless otherwise specified in the quote, total payment for the services rendered by SHS must be made within 48 hours before commencing activity with the supplier.

5.2 Unless otherwise specified in the quote, total payment for services rendered by SHS, as per the quote, must be made using one of the following payment methods:

- (a) Visa, MasterCard or American Express
- (b) Direct deposit into a nominated bank account
- (c) Cash

Any post charges including extensions of charter, extra people, additional services etc, are to be immediately charged to the credit card provided by the client.

6. Cancellations

6.1 If any cancellations post payment of the costs, as established in the quote, are made, then some or all of the costs will be refunded if the supplier agrees to refund money to SHS based on the supplier's own terms and conditions.

7. Confidentiality

7.1 Both parties acknowledge that they may, in the course of the dealing or transaction, be exposed to or acquire information that is proprietary or confidential to the other person. Both parties agree to hold such information in strict confidence, and not to divulge such information except by as may be required by law, regulatory body or judicial process.

8. Indemnity

8.1 You agree to indemnify and hold harmless SHS, including its employees, against any and all losses, claims, actions, costs, expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any act, including negligent acts or omissions, by the relevant supplier or another third party.

8.2 SHS is not responsible for any injury, death or loss that may occur during the course of the activity with the supplier, including travel to and from the activity with the supplier.

9. Dispute Resolution

9.1 You agree that should a dispute arise after acceptance of this engagement, attempts in good faith by both parties (including, inter alia, yourself and SHS) will be made to resolve the matter fairly before resorting to court procedures. In doing so, each party agrees to use its best endeavours to:

- (a) Clearly communicate in writing the background facts leading to or causing the dispute.
- (b) Set out clearly what action is required to settle the dispute.
- (c) Select a way of resolving the dispute and explain why that way of resolving the dispute can be said to be a fair resolution.

9.2 Attempts to resolve any dispute must follow the following procedure:

- a) The person complaining shall set out in writing the background, the issues and the desired outcome.
- b) The person to whom the complaint is addressed will reply in writing within 10 business days to each issue in dispute setting out its perspective on the issue and the outcome desired.
- c) If the dispute is not resolved in accordance with this exchange of written issues and outcomes, then the complainant will raise the matter with a professional dispute adviser or Alternative Dispute Resolution (ADR) provider listed in a relevant publication of the Department of Workplace Relations and Small Business or similar government department within 10 business days.
- d) If the dispute is not resolved in accordance with such reference, the matter shall be referred to a single agreed arbitrator within 10 business days; whose decision shall be final.
- e) In the case of disagreement on the appointment of a single arbitrator, then the parties shall be entitled to nominate one independent arbitrator with 7 days of disagreement and a coin will be tossed by an independent person to decide which will act as arbitrator of the dispute.
- f) Action taken to settle the dispute at each stage must be undertaken promptly and the parties shall equally share the costs associated with the dispute settlement procedure.

10. Force Majeure

10.1 If the performance of this Agreement by a party is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, transportation embargo, law, order, directive of the government or any other condition beyond the reasonable control of either party, then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non-performance and to cure and complete performance with the utmost dispatch.



Booking Form

Cash

Paid directly to Sydney Harbour Specialists or booking personnel/Concierge.

Direct Deposit

Deposit or total amount due on invoice to be deposited into the following bank account:

Bank: **Commonwealth Bank**

Account name: **Sydney Harbour Specialists**

BSB: **062 000**

Account number: **1319 2474**

- Once transfer is complete please inform Sydney Harbour Specialists at info@sydneyhs.com.au

Credit card

Complete and sign the section below. By completing and signing this form, you authorise Sydney Harbour Specialists to process payment for the deposit or total amount due on the invoice.

Please circle credit card type:

Visa

MasterCard

American Express

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| 3 digit CVC code | | | |
| 4 digit CVC code for AMEX | | | |

Name on card: _____ Signature: _____

** A 2% surcharge applies to Visa and MasterCard credit cards for the full amount due.*

** A 3% surcharge applies to American Express credit cards for the full amount due.*

Agreement

I authorise payment to Sydney Harbour Specialists and agree to the terms and conditions set.

Name: _____

Signature: _____ Date: _____

Once completed please **fax** this page to + 61 2 9872 4782
or **scan and e-mail** to info@sydneyhs.com.au

Thank you