

## INDEMNITY FORM & CHARTER AGREEMENT

In seeking to participate on a boating event organised by **Adelaide Cellar Door HK Ltd (trading as Hong Kong Yachting)** I hereby warrant and acknowledge:

- 1) **ORGANISERS RESPONSIBILITY:** By signing this form you, the organiser is agreeing to the of the **INDEMNITY FORM** rules and [TERMS & CONDITIONS](#) on our website [www.hongkongyachting.com](http://www.hongkongyachting.com). The organiser of the charter is responsible for informing all their guests.
- 2) **DAMAGE:** The organiser is responsible for any damage caused to the boat by them or their guests and are liable for any repair costs.
- 3) **CAPTAIN:** The Captain has the sole right for decisions made onboard the boat and may issue directions to staff & guests should a situation arise.
  - a. Following reckless or dangerous behaviour, the Captain reserves the right to return to the pier.
  - b. The Captain reserves the right to control the music level on board.
  - c. Following dangerous weather the Captain reserves the right to return to the pier.
- 4) **BOATS:** Hong Kong Yachting owns Tarzan and Jungle Jane only and although we take precautions to make sure the same safety and services is executed on other boats or speedboats we cannot be held responsible for their actions or staff. We would highly appreciate any feedback
- 5) **BOAT CAPACITY:** The number of people who board the boat cannot exceed the **legal limit/ license capacity**
- 6) **EXTRA COSTS:** **Overtime & extra fuel charges** for long journeys apply – please confirm your route prior to departure.
- 7) **ACTIVITIES:**
  - a. **Speedboats** and extra activities are must be organised by Hong Kong Yachting or prior approval is required.
  - b. When using **inflatable toys** (slides, trampolines, mats etc) please take caution and wear a life jacket. Children are not allowed to use these activities without wearing a lifejacket.
- 8) **SAFETY & RESPONSIBILITY**
  - a. Hong Kong Yachting takes no responsibility for personal injury or the loss of personal belongings
  - b. Passengers must take responsibility themselves to ensure the safety of any property which they bring onboard.
  - c. We are aware of potential dangers on board boats including tripping hazards, moving parts and obstacles
  - d. We are aware of the potential dangers of exposure to the sun and drinking alcohol in the sun
  - e. No diving or dancing is allowed from the top deck of the boat.
  - f. No entering the water when the boat is in motion and/or engines are on.
  - g. No boarding or disembarking while engines of the boat are on and before instruction has been given by the crew
  - h. When a Typhoon Signal 3 is hoisted or a Black Rainstorm Warning is issued, the charter will be automatically postponed.
- 9) **FOOD & DRINKS:**
  - a. The **number** of people declared for food and drinks packages is the total number on the boat and will be required to pay.
  - b. No food or drinks is allowed to be **removed** from the boat at the end of the charter and if it is the organiser will be charged for it after the charter. Unless the food and drinks were brought on by the guests or booked via our a la carte menus.
  - c. Our **drinks packages** include 14 alcoholic and 5 non alcoholic drinks/person. You will run out of drinks if you leave them in the can/glass or tip/spray them out. 1 or 2 items may run out if everyone drinks the same items so please inform us in advance your preference.
  - d. Hong Kong Yachting will not take responsibility for **allergies**. We will remove items on menus when notified in advance but we cannot guarantee traces of nuts, eggs, wheat etc still won't be present, so if you have a severe allergy we suggest BYO your own food. Staff on the boats do not know exactly what ingredients are in items so asking them on the boat is too late.
- 10) **DRUGS & ALCOHOL:**
  - a. No drugs allowed on board and if discovered the boat will return to the dock and police will be informed.
  - b. Responsible drinking practices is the responsibility of the organizer and Hong Kong Yachting will not be held liable for any injury incurred and no insurance cover is applied to any person who has been drinking alcohol or taking drugs.
  - c. Hong Kong Yachting will stop alcohol service and or/call police/ambulances if guests are not drinking alcohol responsibly.
- 11) **MUSIC:** No additional music equipment or speakers can be brought on board without prior agreement and a signed *External Equipment Agreement Form*.
  - a. Music will not be allowed during docking or mooring of the boats.
  - b. No DJ decks are allowed to plug into the boats speakers. If the boat accepts the use of DJ equipment you must bring your own speakers
  - c. Dancing is not allowed in large numbers (8+) on the boats decks
- 12) **INSURANCE:** Hong Kong Yachting owns and operates two boats (Jungle Jane and Tarzan). It acts as an agent to facilitate the charter of other boats; however, it does not own or operate those other boats and shall not be liable for any loss or damage, howsoever arising, in respect of any charter of any boat other than Jungle Jane and Tarzan. In respect of charters involving Jungle Jane and Tarzan, Hong Kong Yachting's liability for any loss or damage suffered by you or your guests shall not exceed the total charter fee of the relevant charter. Please note that all boat owners in Hong Kong are required by law to hold third party liability insurance.
- 13) **EXTRA INSURANCE OPTION:** I acknowledge there are options to take out One Day safe local travel accident insurance to further protect my guests, but have chosen against this insurance.
- 14) **CHILDREN & PETS:** Children are the sole responsibility of their guardians and children 14yrs or below must wear lifejackets. No pets are allowed
- 15) **PHOTOS:** By chartering with Hong Kong Yachting, you acknowledge that photos may be taken of the trip/event and you consent that these photos may be used for promotional purposes. Please inform if you don't allow this.
- 16) **ATTENDEES LIST:** Complete list of passengers' names & a contact phone number must be submitted to Hong Kong Yachting 2 days prior to departure. This may be requested by the marine department or marine police during the charter.

# Cap. 548D MERCHANT SHIPPING (LOCAL VESSELS) (CERTIFICATION AND LICENSING) REGULATION, 6.

## Restrictions on Class IV vessels

(1) A Class IV vessel shall not be used otherwise than—

- (a) by the owner exclusively for pleasure purposes; or
- (b) if it has been let to any person, by that person exclusively for pleasure purposes.

(1A) A Class IV vessel must not be let for hire or reward unless there is an endorsement on the vessel's operating licence showing that approval for the vessel to be let for hire or reward has been given by the Director. (L.N. 68 of 2020)

(1B) If an owner of a Class IV vessel intends to let the vessel for hire or reward for an intended service that involves the carriage of passengers, the owner must, when applying for or renewing an operating licence in respect of the vessel—

- (a) indicate that it is the owner's intention to let the vessel for hire or reward;
- (b) submit to the Director copies of the certificate of inspection or certificate of survey referred to in subsection (3)(a) and the policy of insurance referred to in subsection (3)(b); and
- (c) seek the Director's approval for the vessel to be let for hire or reward. (L.N. 68 of 2020)

(1C) If the Director approves a Class IV vessel to be let for hire or reward, the Director must make an endorsement to that effect on the vessel's operating licence. (L.N. 68 of 2020)

(1D) If subsection (1A) is contravened in respect of a vessel, the owner of the vessel, the owner's agent and the coxswain of the vessel each commits an offence and is liable on conviction to a fine at level 3. (L.N. 68 of 2020)

(1E) During the transitional period, a contravention of subsection (1A) does not constitute an offence under subsection (1D). (L.N. 68 of 2020)

(1F) For subsection (1E), transitional period means the 12-month period beginning on 1 August 2020. (L.N. 68 of 2020)

(2) A Class IV vessel shall not be let for hire or reward unless—

- (a) it is let under the terms of a written charter agreement or written hire-purchase agreement;
- (b) the agreement contains a warning that states clearly—
  - (i) that the person to whom the vessel is let commits an offence if he does not comply with section 6(5)(b) of the Merchant Shipping (Local Vessels) (Certification and Licensing) Regulation (Cap. 548 sub. leg. D);
  - (ii) that the person to whom the vessel is let should read carefully section 6 (except subsections (1), (2) and (4)) of the Regulation; and
  - (iii) where in the agreement the full text of those provisions may be found;
- (c) the agreement contains, either in its body or as its attachment, the full text of this section (except subsections (1), (2) and (4));
- (d) the warning and text referred to in paragraphs (b) and (c) are in the same language as that of the remaining parts of the agreement and are presented prominently in the agreement; and
- (e) the agreement is signed by the owner and the person to whom the vessel is let.

(3) A Class IV vessel shall not be let for hire or reward for an intended service that involves the carriage of passengers unless there is in force in respect of the vessel—

- (a) such certificate of inspection or certificate of survey certifying that the vessel is fit for the intended service as is required under the Survey Regulation for a Class IV vessel of the type for which the vessel is certificated; and
- (b) such policy of insurance in respect of third party risks as is required under Part VA of the Ordinance for a Class IV vessel of the type for which the vessel is certificated, having regard to the intended service. (24 of 2005 s. 23)

(4) If, without reasonable excuse, subsection (1), (2) or (3) is contravened the owner of the vessel, his agent and the coxswain each commits an offence and is liable on conviction to a fine at level 3.

(5) Where a Class IV vessel is let for hire or reward—

- (a) the owner, his agent and the coxswain shall ensure that there is kept on board the vessel—
  - (i) the relevant written charter agreement or written hire-purchase agreement; and
  - (ii) if any passenger is carried in the vessel, the certificate of inspection or certificate of survey and the policy of insurance referred to in subsection (3), or certified copies of them; (24 of 2005 s. 23)
- (b) the person to whom the vessel is let shall ensure that throughout the period when the person is in possession of the vessel—
  - (i) the vessel is not used otherwise than by him exclusively for pleasure purposes; and
  - (ii) the documents referred to in paragraph (a) are kept on board the vessel; and
- (c) the coxswain shall, on request by an authorized officer, produce for inspection the documents referred to in paragraph (a).

(6) A person who without reasonable excuse contravenes subsection (5), commits an offence and is liable on conviction to a fine at level 2.

(7) A person to whom a Class IV vessel is let does not have a reasonable excuse for contravening subsection (5)(b)(ii) merely because the person's contravention is attributable to the contravention by the owner, his agent and the coxswain of subsection (5)(a).

(8) For the purpose of this section, a Class IV vessel is to be regarded as being used by a person exclusively for pleasure purposes if—

- (a) in the case of the person being an individual, the vessel is used to carry the individual, his family members, relatives, friends and employees, and family members, relatives and friends of his employees, for their pleasure purposes; or
- (b) in the case of the person being a club, company, partnership or association of persons, the vessel is used to carry its members and employees, and family members, relatives and friends of those members and employees, for their pleasure purposes.

(9) If a person to whom a Class IV vessel is let under a hire-purchase agreement is named in the certificate of ownership as owner by virtue of section 9(b), then subsections (3) and (5) apply neither to the hire-purchase agreement nor to the vessel as far as that agreement is concerned.

**By signing the below, I hereby understand and agree to all of the above terms and conditions and have informed my guests.**

**Date of charter:** \_\_\_\_\_ **Boat Name:** \_\_\_\_\_ **Number of guests:** \_\_\_\_\_

**Organiser Name:** \_\_\_\_\_ **Organiser Mobile:** \_\_\_\_\_

**Organiser Signature:** \_\_\_\_\_

## Passenger List.

Date of charter: \_\_\_\_\_ Name of boat: \_\_\_\_\_

Name (all attendees names required)	Name (all attendees names required)
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.
21.	22.
23.	24.
25.	26.
27.	28.
29.	30.
31.	32.
33.	34.
35.	36.
37.	38.
39.	40.
41.	42.
43.	44.
45.	46.
47.	48.
49.	50.
51.	52.
53.	54.
55.	

**NB: All attendees' details must be completed above before departure due to our insurance policy and Marine Department requirements.**

**DJ EXTERNAL EQUIPMENT AGREEMENT FORM**  
**(Only available on the boat Jungle Jane or Tarzan)**

In the case of any external electrical, sound or music equipment (eg. speakers, dj decks etc) brought on board a Hong Kong Yachting charter, the organiser and party on board will be subject to the below conditions.

I hereby acknowledge:

- 1) No additional equipment or speakers can be brought on board without prior notification to Hong Kong Yachting and this agreement signed and returned prior to the charter date.
- 2) No additional music equipment will be permitted to connect to any Hong Kong Yachting boats sound system speakers- you must bring your own speakers to plug equipment in.
- 3) Dancing is not permitted on the deck due to the strength of the deck from large groups of people jumping.
- 4) Any extension cords or special plugs must be supplied the charter organiser.
- 5) All additional equipment is of the sole responsibility of the charter organiser. Hong Kong Yachting will not be liable for any damage or costs incurred.
- 6) Music will not be allowed during docking or mooring.
- 7) The Captain reserves the right to control the music level on board.
- 8) The Captain reserves to right to disapprove excessive power usage
- 9) Hong Kong Yachting encourage the purchase of extra insurance for any electronic equipment brought on board.

PLEASE SIGN BELOW TO AGREE TO ABOVE TERMS

**Date of charter:** \_\_\_\_\_

**Name of boat:** \_\_\_\_\_

**Equipment details:** \_\_\_\_\_

**Organiser Name:** \_\_\_\_\_

**Organiser Signature:** \_\_\_\_\_