

# Popeye Motor Launches

## Terms & Conditions of Hire



### 1. Maximum Numbers

1.1 The Venue has a strict total capacity of 49 people per boat, including two crew. The Hirer agrees to take responsibility to keep the event within total capacity.

### 2. Confirmation & Security Deposit

- 2.1 Popeye Motor Launches does not accept tentative bookings. All reservations must be accompanied by a \$250.00 security deposit per boat and a completed Terms and Conditions agreement. The security deposit is then kept and returned after your function minus any fees required to compensate for any cleaning and/or damage to the boat.
- 2.2 General cleaning such as vacuuming, and rubbish removal is included in the cost of the hire, however the security deposit will be kept by Popeye Motor Launches in the event that it is considered necessary to engage the services of a professional cleaning company to clean the boat which has been hired.

### 3. Unforeseen Circumstances

3.1 In the unlikely event of inability to comply with any of the provisions in this contract by virtue of extreme weather conditions, equipment failure, other unforeseen contingency or accident, Popeye Motor Launches reserves the right to cancel, postpone or reschedule any booking, and refund deposit paid, at any time.

### 4. Cancellation

- 4.1 All cancellations must be made in writing, addressed to Charissa, our Events Manager.
- 4.2 Security deposits paid are refundable up to 21 days prior to the function date.
- 4.3 After 21 days prior to the function, or in the case of non-arrival, cancellations shall forfeit all monies paid, and Popeye Motor Launches reserves the right to charge for the number of boats confirmed.

### 5. Pricing & Payment

- 5.1 All prices quoted in communications are inclusive of Goods and Services Tax (GST)
- 5.2 Popeye Motor Launches accepts payment via credit or debit card.
- 5.3 Personal cheques, EFTPOS, cash or electronic bank deposit will only be accepted by prior arrangement with Popeye Motor Launches.
- 5.4 Should the Hirer fail to pay any invoice when due, the Hirer will be responsible for any additional costs associated with recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by Popeye Motor Launches nominated collection agency.

### 6. Vacating The Premises

6.1 Popeye Motor Launches is obliged to comply with relevant liquor licensing and local council laws regarding closing times and the Hirer will be responsible for ensuring that the premises are vacated promptly at the end of the Hire Period.

### 7. Damage To The Venue

7.1 The Hirer will be held responsible for any cost incurred by Popeye Motor Launches to repair any damage caused to the boat(s) as a result of the event.

## **8. Decorations and Displays**

- 8.1 No decorations or displays provided by the Hirer are to be screwed, nailed, or affixed in a permanent manner to any wall, surface, or any other part of the boat(s).

## **9. Entertainment**

- 9.1 Popeye Motor Launches must be advised of the Hirer(s) intention to have musicians, bands, DJs and all other forms of entertainment on board for function. Popeye Motor Launches reserves the right to approve said entertainment prior to the function.
- 9.2 The Hirer agrees to control volume levels of entertainment at all times to ensure there is minimal impact on nearby venues.

## **10. Liability**

- 10.1 The person named as Hirer shall be responsible in full for all costs and charges as a result of the agreed reservation.
- 10.2 The Hirer shall be liable for any damage sustained to the Popeye Motor Launches venue by the Hirer and guests, agents for or other persons associated with the function, whether in the boat allocated for the function or any other area related to Popeye Motor Launches.
- 10.3 Popeye Motor Launches and its employees or agents will not be liable for any injury, damage or loss of any nature, however caused (through negligence or not), suffered by the Hirer or guests, agents for or other persons associated with the function, whether before, during or after the function. Public Liability insurance is the responsibility of the Hirer.

## **11. Alcohol consumption &/or sale**

- 11.1 Popeye Motor Launches must hold a liquor licence for all events/functions that serve or sell alcohol. This will require the application for and payment of a special circumstances liquor licence with the Consumer and Business Services of SA. The application will be completed by Popeye Motor Launches on behalf of the Hirer. Application must be completed 14 days prior to event.
- 11.2 If a booking is required with less than 14 days notice a liquor licence may not be obtainable due to short notice. If the Hirer still requests application to be made, there will also be a late application fee of \$100 charged.
- 11.3 All B.Y.O bookings will have a service charge of \$300 payable to Popeye Motor Launches. Alcohol will only be permitted on board the Popeye when the liquor licence required is obtained and held by Popeye Motor Launches and the Hirer has paid fee.
- 11.4 The sale of alcohol on board will remain the right of Popeye Motor Launches, and the alcohol preference will be selected in negotiation with the Hirer. If the Hirer would like to sell alcohol, permission must be sought in writing, addressed to Charissa, our Events Manager.

**Popeye Motor Launches reserves the right to alter any of the aforementioned conditions at any time.**

# Confirmation of Terms & Conditions

## PLEASE NOTE

Your reservation is not confirmed until receipt of this fully completed, signed form and a paid security deposit.

Hirers Name \_\_\_\_\_  
Organisation \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Mobile Phone Number \_\_\_\_\_ Business Number \_\_\_\_\_  
Email Address \_\_\_\_\_ Number of Guests (please note venue capacity is 50) \_\_\_\_\_  
Date and Time of Function \_\_\_\_/\_\_\_\_/\_\_\_\_ AM/PM \_\_\_\_\_

## Payment Method

I/We agree to be debited a security deposit of \$250 immediately and for full amount of fee for hire of boat to be debited within 7 days of function date.

Type of Credit Card \_\_\_\_\_  Mastercard  Visa  
Card Number \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Name on card \_\_\_\_\_  
Expiry Date \_\_\_\_/\_\_\_\_ CVV Number \_\_\_\_\_ Signature \_\_\_\_\_  
Name of authoriser \_\_\_\_\_  
Position of authoriser \_\_\_\_\_  
Company of authoriser \_\_\_\_\_

## PLEASE NOTE

Full payment of function will be debited within 7 days in advance of function date.

The security deposit will be refunded within 7 days after your event date.

## Terms and Conditions and Venue Agreement

I/We \_\_\_\_\_ (the Hirer) hereby declare that I/we have read, understood and will abide by the Terms and Conditions of Popeye Motor Launches.

Signed \_\_\_\_\_ Name (printed) \_\_\_\_\_ Date \_\_\_\_\_